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February 24, 1998

OFFICE OF THE  
EXECUTIVE SECRETARY

VIA HAND DELIVERY

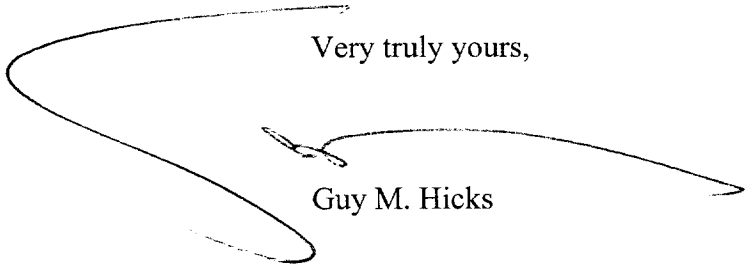
David Waddell, Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *BellSouth Telecommunications, Inc.'s Entry Into Long Distance  
(InterLATA) Service in Tennessee Pursuant to Section 271 of the  
Telecommunications Act of 1996*  
Docket No. 97-00309

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of the non-proprietary responses of BellSouth Telecommunications, Inc. to the Data Requests of the Consumer Advocate Division. Proprietary responses will be provided as soon as the Protective Order has been entered in this docket. A copy of the non-proprietary responses have been provided to counsel of record.

Very truly yours,



Guy M. Hicks

GMH:ch

Enclosure

BellSouth Telecommunications, Inc.  
TRA Docket 97-00309  
CAD's First Data Requests  
Item No. 1  
Page 1 of 1

**REQUEST:** Provide a red-lined version of BellSouth Telecommunications, Inc.'s Statement of Generally Available Terms (SGAT) that was filed with the Tennessee Regulatory Authority that specifies changes between the filing in TRA docket 97-00309 and in BST's Louisiana FCC filing that was rejected by the Federal Communications Commission in its order adopted on February 3, 1998 in CC Docket No. 97-231.

**RESPONSE:** See Attached Document

**STATEMENT OF GENERALLY AVAILABLE  
TERMS AND CONDITIONS FOR  
INTERCONNECTION, UNBUNDLING AND RESALE  
PROVIDED BY BELL SOUTH TELECOMMUNICATIONS, INC. IN THE STATE OF  
LOUISIANA AS MODIFIED BY LOUISIANA PUBLIC SERVICE COMMISSION  
~~ORDER NOS. U-22252-A AND U-22022/22093-A~~ TENNESSEE**

Pursuant to 47 U.S.C. § 252(f), BellSouth Telecommunications, Inc. ("BellSouth") makes the following terms and conditions generally available for the purposes of fulfilling its obligations under 47 U.S.C. §§ 251, 252(d) and 271. This Statement of Generally Available Terms and Conditions ("Statement") shall remain in effect for two (2) years from the date it takes effect under 47 U.S.C. § 252(f) following review by the ~~Louisiana Public Service Commission~~. ~~This Statement shall be~~ Tennessee Regulatory Authority. The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with competing local exchange carriers. This Statement is subject to revision to the extent necessary to comply with any legislative, regulatory or judicial ~~orders order or rules rule~~ that affect affects the rights and obligations created by this Statement. ~~The filing of this Statement does not change or diminish BellSouth's willingness to negotiate individual agreements with Competitive Local Exchange Carriers~~. BellSouth has negotiated agreements with numerous ~~Competitive Local Exchange Carriers~~ competing local exchange carriers. These agreements are open to inspection, and provide examples of detailed contractual language that has been used by BellSouth and other carriers. These agreements may be utilized by other parties.

This Statement uses the following abbreviations throughout:

A. Authority means the Tennessee Regulatory Authority.

B. CLEC means a ~~competitive~~ competing local exchange carrier certificated by the ~~Louisiana Public Service Commission~~ Tennessee Regulatory Authority to offer and/or provide local telecommunications services in Tennessee. ~~Louisiana~~.

~~B. Commission means the Louisiana Public Service Commission.~~

C. Telecommunications Act of 1996 ("~~Act~~") ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47 U.S.C. § 1, *et seq.*).

I. **Interconnection (47 U.S.C. 251(b)(5) § 251(c)(2), § 251(c)(6), § 252(d)(1),(2), § 271(c)(2)(B)(i)**

BellSouth provides CLECs interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

A. Local Traffic. Local traffic means calls between two or more Telephone Exchange service users where both Telephone Exchange Services bear NPA-NXX designations associated with the same BellSouth local calling area or other authorized area (e.g., Extended Area Service Zones in adjacent local calling areas). Local traffic includes the traffic types that have been traditionally referred to as "local calling" and as "extended area service." All other traffic that originates and terminates between end users within a LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No company shall represent Exchange Access traffic as Local Interconnection traffic.

1. Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

- a. Line-side of ~~local~~ end office switch.
- b. Trunk-side of ~~local~~ end office switch.
- c. Trunk interconnection points for tandem switch.
- d. Central office cross-connect points.
- e. Out-of-band signal transfer points.

Interconnection at applicable unbundled network element points is also available. See Section II. below.

2. Additional Interconnection Points. BellSouth will provide local interconnection at any other technically feasible point, including meet point interconnection arrangements. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment B.

3. Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic as provided under this Statement, each company will report to the other a Percentage Local Usage ("PLU")<sup>1</sup>. The application of the PLU will determine the amount of local minutes to be billed to the other

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<sup>1</sup> Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply to local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate Terminating Company Pays minutes of use.

company. For purposes of developing the PLU, each company shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and the CLEC shall update the PLU.

4. Unidentified local traffic. Whenever BellSouth delivers traffic to a CLEC for termination on the CLEC's network, if BellSouth cannot determine because of the manner in which the CLEC has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if the CLEC can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that a CLEC cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the CLEC.

5. Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for the CLEC's connection of its end user to a local end user of another CLEC where both CLECs are connected at the same tandem and termination of calls is authorized. Rates for intermediary tandem switching are set out in Attachment A.

6. Mutual Provision of Access Service. When BellSouth and a CLEC provide an access service connection between an interexchange carrier ("IXC") and each other, each company will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each company will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the company providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing<sup>2</sup> system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording company agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

B. Exchange of intraLATA toll traffic. Exchange of intraLATA toll traffic between BellSouth and CLEC networks shall occur as follows:

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<sup>2</sup> Multiple Exchange Carrier Access Billing means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

1. IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section I.A. above.
2. Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each company will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.
3. Rates. For originating and terminating toll traffic, each company shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If a CLEC is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses a CLEC as an interexchange carrier on a 10XXX basis, BellSouth will charge the CLEC the appropriate tariff charges for originating network access services. If BellSouth is serving as the CLEC end user's presubscribed interexchange carrier or if the CLEC end user uses BellSouth as an interexchange carrier on a 10XXX basis, the CLEC will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.
4. Additional Interconnection. To the extent a CLEC provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.
5. Compensation for 800 Traffic. Each company shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other company.
6. Records for 800 Billing. Each company will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.
7. 800 Access Screening. Should a CLEC require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. The CLEC shall utilize SS7 signaling links, ports and usage as set forth in Section X. below. The CLEC will not be required to utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC

based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.

C. Methods of Interconnection. ~~Interconnection for telephone exchange service and exchange access shall be either at every BellSouth access tandem and/or at every BellSouth end office within a local calling area or other authorized area (e.g., an Extended Area Service Zone).~~ Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either company by the other company. Rates for collocation are set out in Attachment A. Detailed guidelines for collocation are set out in BellSouth's ~~Negotiations Handbook for Collocation.~~

D. Trunk Groups. BellSouth and a CLEC shall establish trunk groups between interconnecting facilities. ~~Trunks will be one way. Local and intraLATA traffic only may be routed over the same one-way trunk group.~~ If the traffic is only local, either a one-way or two-way trunk group may be established. Local and intraLATA traffic may be combined over either a one-way or two-way trunk group when the trunk group interconnects with a BellSouth access tandem switch. BellSouth local tandems do not handle intraLATA or interLATA traffic. Combined local and intraLATA toll traffic may be routed over either one-way or two-way trunks when interconnected with a BellSouth access tandem or end office switch. One-way or two-way trunk groups are generally available for any combination of local, intraLATA or interLATA traffic utilizing intermediary tandem switching, i.e., traffic which does not terminate to a BellSouth end user. Requests for alternative trunking arrangements may be made through the bona fide request process set out in Attachment B.

E. Rates. Rates for interconnection for local traffic on the BellSouth network are set out in Attachment A. Compensation for interconnection is reciprocal, as set out in Section XIII. Late payment fees, not to exceed 1% per month after the due date, may be assessed if interconnection charges are not paid within thirty (30) days of the due date of the quarterly bill.

F. Billing. Billing for interconnection services will be through the Carrier Access Billing System ("CABS").

G. Network Design and Management for Interconnection. BellSouth will use its best efforts in conjunction with CLECs to create the most effective and reliable interconnected telecommunications networks. Detailed provisions governing network design and management for interconnection are contained in Section ~~XV~~ XVII, below.

H. Interconnection Technical Standards. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the

BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each company shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

I. Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to CLECs will be at least equal in quality to what it provides to itself, where technically feasible, and any subsidiary or affiliate, or to any other party to which BellSouth provides local interconnection. Attachment C contains detailed service descriptions, technical requirements and quality measures provided to CLECs. Section 14.4 of Attachment C is particularly applicable to interconnection. Performance measures are available as set out in Attachment I. See Section XVI. below.

J. Ordering and Provisioning Guidelines. BellSouth provides interconnection ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the ~~CLEC to BellSouth~~ CLEC Ordering ~~Guidelines (Facilities Based)~~ Guide. See Section XV. below.



**II. Access To Unbundled Network Elements (47 U.S.C. § 251(c)(3), 252(d) and §§ 271(c)(2)(B)(ii). See also Statement Sections (iv),(v), (vi) and (x).**

BellSouth provides CLECs access to unbundled elements of BellSouth's network on the following terms:

A. Bona Fide Request Process. BellSouth offers a Bona Fide Request Process ~~jointly developed with AT&T, as set out in Attachment B. That process includes procedures and timelines for promptly addressing and resolving requests for new unbundled elements. CLECs that desire access to unbundled elements of BellSouth's network that are not described below~~ capabilities not included in the Statement. CLECs may use the bona fide request process to assure prompt resolution of any requests. ~~BellSouth will provide access to any network element on an unbundled basis where technically feasible.~~

B. Available Network Elements. The following BellSouth network elements are available on an unbundled basis:

1. Local Loop Transmission. BellSouth provides unbundled local loops. See Section IV. below.

2. Unbundled Local Transport. BellSouth provides unbundled local transport. See Section V. below.

3. Unbundled Local Switching. BellSouth provides unbundled local switching. See Section VI. below.

4. Signaling Network Elements/AIN Services. BellSouth provides unbundled signaling network elements and AIN services. See Section X. below.

5. Operations Support Systems. BellSouth provides CLECs unbundled access to several operations support systems. Access to these support systems ~~will be via~~ is available through a variety of means, including electronic interfaces. ~~Where not currently operational, BellSouth is developing operational electronic interfaces to these systems.~~ The operations support systems available are:

a. Pre-Service Ordering. Pre-service ordering allows CLECs to determine the availability of features and services, assign a telephone number, advise the customer of a due date and validate a street address for service order purposes. ~~CLECs shall have electronic access through BellSouth's electronic interfaces in the pre-ordering phase to and to obtain customer service record information, as reflected on the pre-ordering screens demonstrated at the technical demonstration held on August 13, 1997, applicable to the service being ordered.~~

b. Service Ordering. ~~Service ordering allows the CLEC to obtain customer profile information, information on services available for resale, order entry, access to telephone number reservation, provides the CLEC order entry functions, including supplements, and the capability to establish directory listings, and includes provision of order confirmation, firm order commitments, supplements and completions. BellSouth provides a "switch as is" process by which it will switch all services and features subscribed to by a particular BellSouth customer to a CLEC upon receipt of appropriate customer authorization.~~

c. Provisioning. Provisioning information available to CLECs includes firm order confirmation, ~~service availability date and need for service dispatch.~~

d. Maintenance and Repair. and completions.

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d. Service Trouble Reporting and Repair. Service trouble reporting and repair allows CLECs to report and monitor service troubles and obtain repair services. BellSouth provides CLECs ~~maintenance and repair services, including testing and surveillance. BellSouth provides these services to CLECs and their end-user customers~~ service trouble reporting availability and monitoring in a non-discriminatory manner that provides CLECs the capability to deliver to their customers the same maintenance and repair experience that similarly situated BellSouth customers have. BellSouth provides CLECs the ability to order maintenance and repair services on par with BellSouth's own orders and the ability to check on maintenance status same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLECs an estimated time to repair, an appointment time or a commitment time, as appropriate, on all trouble reports.

e. Billing. ~~BellSouth provides billing through the Carrier Access Billing System ("CABS") and through the Customer Records Information System ("CRIS") depending on the particular service(s) that a CLEC requests.~~

f. Directory Listing e. Directory Assistance and Line Information Databases. Access to the Directory Listing Assistance Database is discussed in Sections VII.B. and VIII.E below. Access to the Line Information Database is discussed in Section X.A.3.a. below.

g. Service Trouble Reporting. ~~Service trouble reporting allows CLECs to report and monitor service troubles. BellSouth provides CLECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides CLECs the same ability to report and monitor~~

service troubles that BellSouth provides to itself.

h f. Customer Daily Usage Data. Customer daily usage data provides detailed information for determining billable usage for services such as directory assistance or toll calls associated with a resold line or a ported telephone number. This usage option allows CLECs to bill their end-user customers at their discretion, rather than on BellSouth's billing cycles. It also allows a CLEC to establish toll limits, detect fraudulent calling or analyze the usage patterns of its customers.

6. Interfaces for Operations Support Systems. BellSouth provides electronic interfaces for the following operations support systems functions: pre-service ordering, service ordering and provisioning, trouble reporting, and customer usage data. Customized interfaces are available through the bona fide request process. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center.

a. Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, product and service availability, due date information, and to customer service record information. Access is provided through the Local Exchange Navigation System (LENS) and EC-Lite, a machine-to-machine interface, both of which provide a real-time, interactive interface to BellSouth databases.

b. Ordering and Provisioning. BellSouth provides CLECs electronic options for the exchange of ordering and provisioning information. The Exchange Access Control and Tracking System (EXACT) is for service requests involving interconnection trunking and many unbundled network elements. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and some unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

c. Trouble Reporting. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers CLECs access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway.

d. Billable Usage Information. BellSouth provides CLECs electronic files containing billable usage associated with resold exchange lines, unbundled ports, and ported telephone numbers.

e. Rates. Rates for manual and electronic interfaces will be assessed prospectively upon Authority approval. Rates for electronic interfaces will defray a portion of the developmental costs for the interfaces. Nonrecurring service order charges may be differentiated for manually and electronically processed orders.

7. Collocation. Collocation allows CLECs to place equipment in BellSouth facilities. Physical and virtual collocation are available for interconnection and access to unbundled network ~~element~~ elements as described in Section II. below. BellSouth will provide physical collocation for CLEC equipment unless BellSouth demonstrates to the ~~Commission~~ Authority that physical collocation is not practical for technical reasons or space limitations. Detailed guidelines for collocation are contained in BellSouth's Handbook for Collocation. See Section XV. below.

8. Dark Fiber. Unused optical transmission media or "dark fiber" is available to CLECs as an unbundled network element.

C. Availability of Additional Network Elements. ~~BellSouth will make additional network elements, and sub-elements of currently available network elements, available where technically feasible.~~ CLECs may use the bona fide request process described in Attachment B to ensure prompt processing and resolution of requests for additional network elements.

D. Rates. Rates for the unbundled network elements described above are set out in Attachment A. Special construction charges as set forth in BellSouth's Intrastate Special Access Tariff may apply.

E. Quality of Network Elements. BellSouth provides CLECs with all the unbundled network elements described in this section, and access to those unbundled network elements, ~~as well as any other elements that are technically feasible, that is~~ that are at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements and the performance of those network elements. Performance measures are available as set out in Attachment I. See Section XVI. below.

F. Miscellaneous Network Element Provisions.

1. CLEC Combination of Network Elements. CLECs may combine BellSouth network elements in any manner to provide telecommunications services. BellSouth will deliver F. Combining Network Elements. A requesting carrier is entitled to gain access to all of the unbundled elements that when combined by the requesting carrier are sufficient to enable the requesting carrier to provide telecommunication service. Requesting carriers will combine the unbundled network elements themselves, where reasonably possible, e.g., unbundled loops to CLEC collocation spaces, or other locations as reasonably requested by CLECs, at no additional charge. Additional BellSouth services desired by CLECs to assist in their combining BellSouth unbundled network elements or operating combined BellSouth unbundled network elements, and the charges for those services, may be requested through the bona fide request process.

G. Ordering and Provisioning. BellSouth provides unbundled network element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed guidelines for ordering and provisioning unbundled BellSouth network elements are set out in the OLEC to BellSouth Ordering Guidelines (Facilities-Based). 2. Software Modifications. BellSouth will perform initial software modifications, e.g., switch translations, necessary for the proper functioning of BellSouth unbundled network elements purchased by CLECs at no additional charge. Additional software modifications requested by CLECs that are not currently offered, and the charges for those modifications, may be requested through the bona fide request process.

3. BellSouth-Combined Network Elements. BellSouth provides certain combinations of network elements, as set out below. BellSouth also provides order coordination for combinations of network elements and for loops with local number portability, as set out below. The price for each of these combinations/coordinations is the sum of the applicable individual element prices as set out in Attachment A.

<u>UNEs</u>	<u>Combine</u>	<u>Coordinate</u>
<u>Loop and Cross Connect</u>	<u>X</u>	<u>X</u>
<u>Port and Cross Connect</u>	<u>X</u>	<u>X</u>
<u>Port + Cross Connect + Common Transport</u>	<u>X</u>	<u>X</u>
<u>Loop Distribution + NID</u>	<u>X</u>	<u>X</u>
<u>Port and Vertical Features</u>	<u>X</u>	<u>X</u>
<u>Loops with loop concentration</u>	<u>X</u>	<u>X</u>
<u>Port and Common Transport</u>	<u>X</u>	<u>X</u>
<u>Loops and Local Number Portability</u>	<u>N/A</u>	<u>X</u>

G. Ordering and Provisioning. BellSouth provides unbundled network element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning unbundled BellSouth network elements are set out in the CLEC Ordering Guide. See Section XV.

**III. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. § 251(b)(4) and § 271(c)(2)(B)(iii))**

BellSouth provides non-discriminatory access to poles, ducts, conduits and rights-of-way under the following terms:

- A. Standard License for Poles, Ducts, Conduits and Rights-of-Way. BellSouth will provide CLECs with nondiscriminatory access to poles, ducts, conduits and rights-of-way owned or controlled by BellSouth under the Standard Agreement set out in Attachment D.
- B. Access to Engineering Records. BellSouth will provide access to relevant plats, maps, engineering records and other data to CLECs upon receiving a bona fide request for access and CLEC agreement to reasonable terms to protect proprietary information.
- C. Capacity Reservation. Capacity will be allocated on a first come first served basis, ~~although BellSouth may reserve a maintenance spare at its discretion.~~

**IV. Local Loop Transmission Unbundled From Local Switching (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c) (2)(B)(iv))**

BellSouth provides access to unbundled local loops and sub-loop elements on the following terms:

A. Unbundled Local Loops. Local loops provide transmission paths from the central office to the customer's premises. BellSouth provides a variety of local loop configurations ~~including~~. These loops include 2-wire voice grade analog at two levels of service as described below, 4-wire voice grade analog, 2-wire Asymmetrical Digital Subscriber Line, 2-wire and 4-wire High-bit-rate Digital Subscriber Line, 2-wire ISDN, and 4-wire DS-1 digital grade ~~and 4-wire 56 and 64 Kbps digital grade loops.~~ BellSouth provides access to unbundled local loops served by integrated digital loop carrier where copper facilities are available.

1. 2-Wire Voice Grade Service Level One. Service Level One (SL1) provides a non-designed circuit with engineering information documentation available at an additional charge. CLECs are responsible for loop testing and reporting troubles. BellSouth will perform various manual order coordination activities when converting local exchange subscribers to CLEC service using unbundled SL1 local loops at an additional charge. BellSouth will notify CLECs of conversion times and will perform conversion work within the negotiated interval. Specific conversion times are available at an additional charge. BellSouth will attempt to utilize existing loops where possible.

2. 2-Wire Voice Grade Service Level Two. Service Level Two (SL2) provides a designed circuit and design layout record. CLECs are responsible for loop testing and reporting troubles. SL2 circuits will have test points provisioned. There will be no additional charge for manual order coordination activities when converting local exchange subscribers to CLEC service using unbundled SL2 local loops. BellSouth will notify CLECs of conversion times and will perform conversion work within the negotiated interval. Specific conversion times are available at an additional charge. BellSouth will attempt to utilize existing loops where possible.

B. Local Loop Elements components. The following sub-loop elements are each separately available as unbundled network elements:

1. Loop Distribution Media. Loop distribution media are various types of transmission media (twisted copper pair, coaxial cable or optical cable) between ~~Feeder. Loop feeder provides a transmission path for 2-wire voice grade analog loops that typically begins at a main distribution frame in a central office and terminates at a feeder distribution interface.~~

2. ~~Loop Distribution.~~ Loop distribution provides a transmission path for 2-wire

~~voice grade analog loops between a feeder distribution interface and the Network Interface Device at the customer's premises and a terminating device typically located in a remote terminal that is closer to the customer than is.~~

~~3. Loop Concentration and Channelization. Loop concentration systems for 2-wire voice grade analog loops concentrate sub-loops outside the central office.~~

~~Channelization allows concentrated 2-wire voice grade analog loops to be disaggregated inside the central office.~~

4.2. Loop Cross Connects. Loop cross connects allow the local loop to be transported from the main distribution frame in the central office to a CLEC's collocated space.

~~BellSouth provides 2-wire and 4-wire voice grade analog, 4-wire DS-1 digital grade loops and DS-3 loop cross connects.~~ 3. Central Office Loop Concentration Systems. Central Office loop concentration systems aggregate and disaggregate signals transmitted over local loops.

5.4. Network Interface Device. The Network Interface Device ("NID") is the physical point of connection between BellSouth's network, particularly loop facilities, and the end-user customer. It is essentially a cross-connect device used to connect loop facilities to inside wiring. Generally, the NID is a box on the side of the customer's premises. Where the NID has excess capacity, the CLEC may use existing NID capacity to serve the end user. Where the NID does not have excess capacity, ~~the CLEC must make a NID-to-NID connection with BellSouth's NID~~ burden of properly grounding the loop after disconnection from the customer's wire, maintaining the loop in proper order and safety is the responsibility of the CLEC. Any party connecting to BellSouth's NID ~~assumes~~ shall assume full liability for its actions and for any adverse consequences that could result.

C. Rates. Rates for local loops and ~~sub-local loop elements~~ components are set out in Attachment A.

D. Quality of Network Elements. BellSouth provides CLECs with unbundled local loops and sub-loop elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including local loops and sub-loop elements. Performance measures are available as set out in Attachment I. See Section XVI. below.

E. Ordering and Provisioning. BellSouth provides local loop and sub-loop element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed



guidelines for ordering and provisioning local loops and sub-loop elements are set out in the ~~OLEC to BellSouth~~ CLEC Ordering Guidelines (Facilities Based) Guide. See Section XV.

**V. Local Transport From The Trunk Side Unbundled From Switching Or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(v))**

BellSouth provides local transport from the trunk side of its switches unbundled from switching or other services under the following terms:

A. Local Transport Elements. Transport elements provide transmission paths that connect one location to another. BellSouth offers both dedicated and common local transport from the trunk side of its central office switches over a variety of transport ~~media~~ options unbundled from switching or switch ports.

1. Dedicated Transport. Dedicated Transport is an interoffice transmission path used exclusively by a single carrier for the transmission of its traffic. Dedicated transport is available between BellSouth central offices and between BellSouth central offices and CLEC facilities. Transmission ~~media~~ services and facilities available include DS-0, DS-1, ~~DS-3 and optical cable~~ and higher capacity transmission systems.

2. Common Transport. Common transport is a shared transmission path used for the traffic of multiple carriers. Common transport is available between BellSouth end offices and between BellSouth end offices and BellSouth tandem switches. Transmission ~~media~~ BellSouth provides common transport on a per minute of use basis. Transmission services and facilities available include DS-0, DS-1, ~~DS-3 and optical cable~~ and higher capacity transmission systems.

3. Tandem Switching. Tandem switching establishes a communications path between two switching offices through a third switching office. BellSouth offers all the functionality of its tandem switches to ~~CLECS~~ CLECs unbundled from transport. Tandem switching includes the facilities connecting the trunk distribution frame to the switch, and all the functions of the switch itself, including those facilities that establish a temporary transmission path between two other switches as well as functions that are centralized in tandem switches such as call recording, routing of calls to operator services and signaling conversion functions.

4. Additional Options. ~~Additional local transport options are available where technically feasible. CLECs may use the attached~~ CLECs may use the Bona Fide Request Process set out in Attachment B to obtain additional transport options.

B. Rates. Rates for local transport elements are set out in Attachment A.

C. Quality of Network Elements. BellSouth provides CLECs with unbundled local transport elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including transport elements. Performance measures are available as set out in Attachment I. See Section XVI. below.

D. Ordering and Provisioning. BellSouth provides local transport ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local transport elements are set out in the ~~OLEC to BellSouth~~ CLEC Ordering Guidelines (Facilities Based) Guide. See Section XV.

## **VI. Local Switching Unbundled from Transport, Local Loop Transmission or Other Services (47 U.S.C. §§ 251(c)(3), 252(d) and 271(c)(2)(B)(vi))**

BellSouth provides local switching unbundled from transport, local loop transmission or other services under the following terms:

A. Local Switching. BellSouth offers all the functionality of its local switches to CLECs unbundled from transport, local loop transmission and other services. Local switching provides the functionality to connect the appropriate originating lines or trunks wired to the Main Distributing Frame or to the digital Cross Connect panel to a desired terminating line or trunk. Local switch functionality includes line termination and line side switching (~~dialtone~~)(dial tone) capability and other switch functionality, e.g., vertical features. It also provides access to all the features and functionality available to the switch and switch software including transport signaling, 911, operator directory and repair services as well as AIN and similar capabilities.

1. Local Switching Options. BellSouth offers the following local switch options:

a. 2-wire and 4-wire analog ports.

b. 2-wire and 4-wire ~~DID ports.~~ ISDN ports.

~~c. 2-wire and 4-wire ISDN ports.~~ c. Coin ports.

~~d. 2-wire analog line port (PBX).~~ d. 2-Wire and 4-Wire DID trunk ports.

e. Coin port.

~~f. Vertical features. CLECs may order all vertical features BellSouth offers in addition to a port, or none.~~

~~g. Additional Options. Additional port types and other options are available where technically feasible.~~ e. Additional Options. CLECs may use the Bona Fide Request Process set out in Attachment B to obtain additional switching options.

2. Selective or Customized Routing. ~~BellSouth provides selective~~ Selective routing to a CLEC's desired platform. ~~Selective routing will be provided through BellSouth's proposed AIN based selective carrier routing service upon successful completion of the trial of that service. In the interim, BellSouth provides selective routing through line class codes to any requesting carrier.~~ using Line Class Codes is available on an interim basis as discussed in Section X.A.3.e. below.

B. Rates. Rates for unbundled local switching services ~~and features~~ are set out in Attachment A. Specific vertical features associated with a port must be separately ordered. The rates for switch ports alone or with vertical features or group(s) of features will be set by Order of the Authority in Docket No. 97-01262 and any subsequent proceedings. No charges will be assessed for the activation and use of vertical features until that time. Rates established by the Authority for vertical features will be applied prospectively from the date they are established.

C. Quality of Network Elements. BellSouth provides CLECs with unbundled local switching elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including local switching elements. Performance measures are available as set out in Attachment I. See Section XVI. below.

D. Ordering and Provisioning. BellSouth provides ordering and provisioning services for local switching to CLECs that are equal to the ordering and provisioning services BellSouth provides to itself, where technically feasible. Detailed guidelines for ordering and provisioning local switching elements are set out in the ~~CLEC to BellSouth~~ CLEC Ordering Guidelines (Facilities Based) Guide. See Section XV.

**VII. Nondiscriminatory Access to (I) 911/E911 Emergency Network (47 U.S.C. § 251(c)(3) and § 271(c)(2)(B)(vii)(I); Regulations, §§ 901(J),(K)(2)); (II) Directory Assistance Services (§ 271(c)(2)(B)(vii)(II) and § 251(c)(3)); and (III) Operator Call Completion Services (§ 271(c)(2)(B)(vii)(III) and 251(c)(3))**

BellSouth provides nondiscriminatory access to the 911/E911 network, directory assistance and operator call completion services and associated databases under the following terms:

A. Access to 911/E911. BellSouth provides CLECs equal access to 911/E911 service and the ability for ~~CLEC's~~ CLECs to provide customer numbers and address information to ~~911~~ 911/E911 providers on the following terms:

1. 911/E911 Service. Basic 911 and E911 provide callers access to the applicable emergency services bureau by dialing a three-digit universal telephone number.
2. Equal Access. A CLEC's customers will be able to dial and reach emergency services bureaus providing 911/E911 service in the same manner as BellSouth customers.
3. Basic 911 Service Provisioning. For basic 911 service, BellSouth will provide to a CLEC a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. The CLEC will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. The CLEC will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, the CLEC will be required to discontinue the Basic 911 procedures and begin using E911 procedures.
4. E911 Service Provisioning. For E911 service, a CLEC will be required to install a minimum of two dedicated trunks originating from the CLEC's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. The CLEC will be required to provide BellSouth daily updates to the E911 database. A CLEC will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, the CLEC will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
5. Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on CLECs beyond applicable charges for BellSouth trunking arrangements.

6. 911/E911 Databases. BellSouth will load CLEC end-user information into 911/E911 databases in the same manner it loads BellSouth end-user information so that CLEC end-user information is available at the same time and in the same manner as BellSouth end-user information.

7. Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers determine the appropriate practices and procedures for BellSouth and CLECs to follow in providing 911/E911 services.

B. Directory Assistance Services. BellSouth provides CLECs nondiscriminatory access to directory assistance services and databases on the following terms:

1. Directory Assistance Listings Database. BellSouth includes CLEC subscriber listings in BellSouth's directory assistance ~~databases~~ database at no charge. CLECs must provide timely updates in the appropriate format. The same procedures and time intervals will apply to the entry of directory assistance updates regardless of the subscriber's local service provider. information and updates for BellSouth, CLEC and independent telephone company end-users.

2. BellSouth Directory Assistance Services. BellSouth provides CLECs and their subscribers access to its unbranded directory assistance service. CLEC subscribers will be able to reach BellSouth's directory assistance by dialing the same numbers, and will receive the same treatment, as BellSouth subscribers. If the CLEC provides ANI, then additional services such as directory assistance call completion will be available. BellSouth offers CLECs the following access options on the same terms as they are currently offered to other telecommunications providers:

a. Directory Assistance Access Service. This service is currently provided by BellSouth to interexchange carriers for directory assistance.

b. Direct Access Directory Assistance Service. This service provides direct on-line access to BellSouth's directory assistance database.

c. Directory Assistance Database Service. This service provides a copy of the BellSouth Directory Assistance database to requesting carriers.

3. Selective or Customized Routing for CLEC Provision of Directory Assistance Services. BellSouth provides ~~to~~ CLECs purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Section XIV. selective routing of calls to a requesting CLEC's directory service platform for provision of CLEC directory assistance services ~~or~~. BellSouth will also provide selective routing to a BellSouth platform for BellSouth provision of CLEC-branded directory assistance. In either case, CLEC customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-branded

~~service. Selective routing will be provided through BellSouth's proposed AIN based selective carrier routing service upon successful completion of the trial of that service. In the interim, BellSouth provides selective routing through line class codes to any requesting carrier.~~

4. Rates. Rates for Directory Assistance Services are set out in Attachment A.

C. Operator Call Completion Services. BellSouth provides operator services to CLECs in the same manner and extent, utilizing the same databases, that BellSouth provides operator services to its customers:

1. Busy Line Verification and Emergency Interrupt. Busy line verification and busy line verification and emergency interrupt allows BellSouth and CLEC subscribers to request an operator to verify that a line is busy or to interrupt a conversation.

2. Intercept Service. This service provides for call interception in the event of a number change or disconnect. BellSouth provides intercept service to CLECs.

3. Operator Call Processing Access Service. This service provides operator and automated call handling for processing and verification of alternative billing information for collect, calling card and billing to a third number. This service can also be used to provide customized call branding, dialing instructions and other operator assistance.

4. Centralized Message Distribution System. Centralized Message Distribution System ("CMDS") is a Bellcore administered national system used to transfer specially formatted messages among companies. BellSouth will offer CLECs CMDS Hosting and access to various mechanized reports provided through the system as set out in detail in Attachment E.

5. Selective or Customized Routing For CLEC-Branded Operator Call Completion Services. BellSouth provides CLECs purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Section XIV. selective routing of calls to a requesting CLEC's or BellSouth's operator services platform to allow a CLEC or BellSouth to provide CLEC branded for provision of CLEC operator call completion services. ~~Selective routing will be provided through BellSouth's proposed AIN based selective carrier routing service upon successful completion of the trial of that service. In the interim, BellSouth provides selective routing through line class codes to any requesting carrier.~~ BellSouth will also provide selective routing to a BellSouth platform for BellSouth provision of CLEC-branded operator call completion service. In either case, CLEC customers may use the same dialing arrangements as BellSouth customers, but obtain a CLEC-branded service.

6. Rates. Rates for Operator Call Completion Services are set out in Attachment A.

**VIII. White Pages Directory Listings For CLEC Customers (47 U.S.C. § 271(c)(2)(B)(viii))**

BellSouth provides CLECs and their customers access to white pages directory listings under the following terms:

A. Listings. BellSouth or its agent will include CLEC residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between CLEC and BellSouth subscribers.

B. Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to CLECs or their subscribers provided that the CLEC provides subscriber listing information to BellSouth at no charge.

C. Procedures for Submitting CLEC Subscriber Information. BellSouth will provide to CLECs a magnetic tape or computer disk containing the proper format for submitting subscriber listings. CLECs will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the ~~CLEC to BellSouth~~ CLEC Ordering Guidelines (Facilities Based) Guide. See Section XV.

D. Unlisted Subscribers. CLECs will be required to provide to BellSouth the names, addresses and telephone numbers of all CLEC customers that wish to be omitted from directories.

E. Inclusion of CLEC Customers in Directory Assistance Database. BellSouth will include and maintain CLEC subscriber listings in BellSouth's directory assistance ~~databases~~ database at no charge. BellSouth and CLECs will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information. CLEC subscriber listings and information will be migrated as is upon a change of service provider.

F. Listing Information Confidentiality. BellSouth will accord a CLEC's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to a CLEC's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

G. Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

H. Delivery. BellSouth or its agent shall deliver White Pages directories to CLEC subscribers at no charge.

**IX. Nondiscriminatory Access to Telephone Numbers For CLEC Customers (47 U.S.C. § 251(b)(3) and § 271((c)(2)(B)(ix))**

A. Non-Discriminatory Access. BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Statement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth ensures that CLECs, whether facilities-based or reseller have nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. A CLEC will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. ~~BellSouth's procedures for providing access to telephone numbers in Georgia has been filed with the Commission.~~

B. Future Numbering Plan. When BellSouth is no longer the North American Numbering Plan administrator, BellSouth will comply with the final and nonappealable guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

**X. Nondiscriminatory Access to Signaling and Signaling Databases (47 U.S.C. §§ 251(c)(3), 252(d)(2) and 271(c)(2)(B)(x))**

BellSouth provides nondiscriminatory access to signaling and signaling databases under the following terms:

A. Signaling and Signaling Databases. Signaling elements offered by BellSouth include signaling systems and databases. Signaling elements facilitate call routing and completion. BellSouth ~~offers~~ provides CLECs access to BellSouth's signaling network and signaling databases on an unbundled basis. ~~Access to databases may be mediated.~~ Available signaling elements include Signaling Links, Signal Transfer Points and Service Control Points. ~~Signaling functionality will be available with both A-link and B-link connectivity.~~

1. Signaling Links. Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a dedicated set of two or four ~~dedicated~~ 56 kbps transmission paths, also known as A-links and B-links, between CLEC designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point. BellSouth will provide Signaling Link Transport as an "A-Link," which is a connection ~~connections~~ between a switch or Service Switching Point and a home Signal Transfer Point ~~or as a "B-Link,"~~



~~which is a connection~~ and connections between two Signal Transfer Point pairs in different company networks.

2. Signal Transfer Points. Signal Transfer Points (“STPs”) are signaling message switches that interconnect Signaling Links to route signaling messages between switches and databases. STPs enable the exchange of Signaling System 7 (“SS7”) messages between switching elements, database elements and STPs. STPs provide access to various BellSouth network elements such as local switching, databases and third-party provided services.

3. Service Control Points. Service Control Points (“SCPs”) are databases that store and provide access and the ability to manipulate information required to offer particular services. BellSouth provides the following SCP databases on an unbundled basis:

a. Line Information Database. The line information database (“LIDB”) is a SCP transaction-oriented database that contains records associated with subscriber line numbers and special billing numbers. CLECs may query BellSouth’s LIDB to verify collect or third number billing calls. BellSouth will enter CLEC line information into its LIDB under the terms of the Line Information Database Storage Agreement attached as Attachment F. Entry of line information into LIDB will allow CLEC end users to participate in alternate billing arrangements such as collect or third number billed calls.

b. Toll Free Number Database. The Toll Free Number Database is an SCP that provides functionality necessary for toll free number service.

c. Automatic Location Identification/Data Management System. The Automatic Location Identification/Data Management System contains subscriber information used to route calls to the appropriate Public Safety Answering Point.

d. Advanced Intelligent Network. BellSouth offers CLECs access to its SCP-based Advanced Intelligent Network (“AIN”) through BellSouth’s Service Creation Environment and Service Management System (“SCE/SMS”). SCE/SMS access allows CLECs to provide AIN services from either BellSouth switches or their own. It also allows CLECs to create service applications using BellSouth’s AIN service creation tools and to deploy those services using BellSouth’s service management tools. CLECs will have the same access to SCE/SMS as BellSouth.

e. Selective Routing. ~~BellSouth provides selective routing to CLECs,~~ or Customized Routing. Selective routing allows CLECs purchasing unbundled BellSouth local switching and reselling BellSouth local exchange service under Section XIV. to identify and selectively route

subscriber calls from a BellSouth switch and BellSouth services to a CLEC's switch and services using the same digits dialed by BellSouth subscribers. In addition, calls ~~will be able to~~ may be selectively routed to BellSouth platforms, allowing BellSouth to provide CLEC-branded services on behalf of ~~CLECs, the CLEC~~. This ~~will allow~~ allows CLEC-branding of services such as operator, directory assistance or repair services. ~~Selective routing will be provided through BellSouth's proposed AIN-based selective carrier routing service upon successful completion of the trial of that service. In the interim, BellSouth provides selective routing through line class codes to any requesting carrier. BellSouth will provide selective routing for repair service only where BellSouth uses a three-digit number for its own repair services. Selective routing is currently provided through the use of line class codes, which are subject to exhaustion, on a first come first served basis. CLECs ordering selective routing must make reasonable efforts to conserve line class codes.~~

B. Rates. Rates for BellSouth signaling services, including databases, are set out in Attachment A.

C. Ordering and Provisioning. BellSouth provides signaling and signaling database element ordering and provisioning services to CLECs that are equal to the ordering and provisioning services BellSouth provides itself, where technically feasible. Detailed guidelines for ordering and provisioning signaling and signaling database services are set out in the ~~CLEC to BellSouth~~ CLEC Ordering Guidelines (Facilities Based) Guide. See Section XV.

D. Quality of Network Elements. BellSouth provides CLECs with unbundled signaling and signaling database elements, and access to those elements, that is at least equal in quality to that which BellSouth provides itself, where technically feasible. Attachment C contains detailed service descriptions, technical requirements and quality measures applicable to CLEC access to BellSouth unbundled network elements including signaling and signaling databases.

E. Local Exchange Routing Guide. BellSouth will input the NXXs assigned to a CLEC into the Local Exchange Routing Guide ("LERG").

F. 800 Query Rates. Rates for a CLEC to use BellSouth's 800 database for query purposes only, are set out in Attachment A.

## **XI. Interim Service Provider Number Portability (47 U.S.C. §§ 251(b)(2) and 271(c)(2)(B)(xi))**

Until an industry-wide permanent solution can be achieved, BellSouth provides interim Service Provider Number Portability that allows customers switching from BellSouth to a CLEC to retain the same telephone number(s) under the following terms:

A. Service Provider Number Portability. Service Provider Number Portability ("Number Portability") is a service arrangement which allows an end user customer who switches service providers to keep the same telephone number. Number portability is available only within the same serving wire center.

B. Quality of Service. BellSouth will provide number portability to CLECs and their customers with minimum impairment of functionality, quality, reliability and convenience.

C. Methods of Providing Number Portability. Number portability is available through either remote call forwarding or direct inward dialing trunks, at the election of the CLEC. Remote call forwarding is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks allow calls to be routed over a dedicated facility to the CLEC switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services. Detailed guidelines for the provision of number portability are set out in Attachment G.

D. Rates. Rates for service provider number portability are set out in Attachment A..

E. Ordering and Provisioning. Detailed guidelines for ordering and provisioning are set out in the ~~CLEC to BellSouth~~ CLEC Ordering Guidelines (Facilities Based) Guide. See Section XV.

F. Permanent Solution. The FCC, the ~~Commission~~ Authority and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the ~~Commission~~ Authority, the FCC and industry forums.

## **XII. Dialing Parity (47 U.S.C. § 251(b)(3) and § 271(c)(2)(B)(xii))**

BellSouth provides local dialing parity including the following:

A. Local Dialing Parity. Local dialing parity means that CLEC customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, CLEC local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

## **XIII. Reciprocal Compensation (47 U.S.C. §252(d)(2) and §271(c)(2)(B)(xiii))**

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and

CLEC networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A.

**XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))**

BellSouth provides retail telecommunications services for resale by CLECs under the following terms:

A. Retail services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers. ~~N11/911/E911 are not retail services and are not available for resale.~~

B. Discounts. Retail services are available at discounts as ordered by the Commission Authority. Discounts are set out in Attachment H. Discounts apply to intrastate tariffed service prices except that, pursuant to Commission Authority directive, discounts do not apply to the following services:

1. Short-term Contract Service Arrangements. ~~BellSouth contract service arrangements entered into after January 28, 1997 are available for resale only at the same rates, terms and conditions offered to BellSouth end users.~~

~~2. Promotions.~~ Retail promotions offered for ninety (90) days or less will not be discounted. ~~Promotions~~ Long-term promotions of more than ninety (90) days will be made available for resale at the promotional tariff rate minus less the applicable wholesale discount. ~~These promotions may only be offered or at the promotional rate during the term of the promotion. Services obtained at the long-term promotional rate may be resold only to customers who would qualify for the promotion if they received it directly from have qualified for the promotional rate if the service were being offered by BellSouth.~~

Discounts are not applicable to non-tariffed services or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.

C. Compliance with Tariff Resale Conditions. Retail services must be resold in compliance with the applicable terms and conditions of the service offering that are contained in BellSouth's existing retail tariffs. Thus, for example, cross-class selling is prohibited. Pursuant to the Commission's Authority's orders, the following specific services must be resold as described below:

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been

grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.

2. ~~LinkUp/Lifeline Services. LinkUp/Lifeline~~ Lifeline Services. LifeLine Service is available for resale on the following terms and conditions:

(a) CLECs shall only offer LifeLine Service to customers who meet the qualifications outlined in the "means test";

(b) LifeLine Services and rates shall be offered by a CLEC in a manner similar to the manner in which LifeLine Services are offered in the market today, that is through a discount to BellSouth's Message Rate Service, General Subscriber Tariff A3.2.4.;

(c) A CLEC shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. A CLEC must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides;

(d) The maximum rate which a CLEC may charge for LifeLine Service shall be capped at the retail flat rate offered by BellSouth;

(e) BellSouth shall charge the federally-mandated Subscriber Line Charge (currently \$3.50) to a CLEC;

(f) A CLEC is required to waive the Subscriber Line Charge for the end-user; and

(g) A CLEC is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association's interstate toll settlement pool just as BellSouth does today.

3. Link Up. Link Up Services are available for resale on the following terms and conditions:

(a) CLECs may offer Link-Up Service only to those customers who meet the qualifications outlined in the "means test";

(b) A CLEC must further discount the Link-Up Service by at least the percentage that is now offered by BellSouth; and

(c) A CLEC is responsible for recouping the additional discount in the same manner as BellSouth does today.

4. Contract Service Arrangements. Discounted contract service arrangements may only be resold to the specific BellSouth end user to whom the arrangement is applicable.

5. 911/E911. 911/E911 services are available for resale. ~~These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers~~ BellSouth provides 911/E911 service to CLECs for resale in the same manner that it is provided in BellSouth's retail tariffs. BellSouth will enable a CLEC to have 911 call routing to the appropriate Public Safety Answering Point ("PSAP"), and shall provide and validate customer information to the PSAP. Resale must maintain the integrity of these services.

~~CLECs must discount LinkUp/Lifeline services by at least the same percentage as that currently provided by BellSouth, and must comply with all aspects of all applicable rules, regulations and statutes.~~ 6. Pay Phone Provider Services. BellSouth services may not be resold to independent pay phone providers.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides CLECs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. This will provide CLECs the capability to provide their customers with the same experience that BellSouth provides its own customers with respect to all local services. BellSouth will provide resellers with pre-service ordering, service ordering, ~~maintenance and service~~ trouble reporting and repair, and daily usage data functionality that will enable ~~resellers~~ a reseller to provide equivalent levels of customer service to ~~their~~ its local exchange customers as BellSouth provides to its own end users. Performance measures are available as set out in Attachment I. See Section XVI. below.

E. Resale in Compliance with Telecommunications Act. Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the Act.

F. BellSouth Interaction with CLEC Customers. When interacting with CLEC resale customers on behalf of a CLEC, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of CLEC customers with BellSouth customers. BellSouth will use generic leave behind cards with CLEC customers at no charge. BellSouth will use CLEC-branded leave behind cards provided that CLEC-branded leave behind cards are the same size as BellSouth cards, that the CLEC compensates BellSouth and does not hold BellSouth liable for leaving the incorrect card.

G. Transfer of BellSouth Customers. BellSouth will implement CLEC requests to disconnect the service of a BellSouth end user and transfer that customer's service to the CLEC. BellSouth will also implement requests directly from an end user for conversion of service from BellSouth to a CLEC or from one CLEC to another. BellSouth will notify affected CLECs that it has implemented such requests. In the case of a customer terminating service from a CLEC, BellSouth will notify the CLEC within twenty-four

(24) hours. BellSouth will not require end user confirmation prior to transferring an end user's service. A CLEC must, however, provide proof of authorization upon request.

H. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess the party responsible for initiating the change a Change Charge of \$19.41 per line or trunk for Residence or Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the party responsible for the unauthorized change.

I. Primary Interexchange and Toll Carrier Selection. ~~Carrier Selection.~~

Primary interexchange carrier selection orders may be processed by BellSouth and the end user's local service provider. BellSouth will implement requests from CLECs and interexchange carriers to change their an end user's primary interexchange carrier or intraLATA toll carrier.

J. Notice of Changes Affecting Resold Services. BellSouth provides CLECs reselling BellSouth retail services with ~~forty-five (45) days notice of price changes and forty-five (45) thirty (30) days notice of changes to resold service(s). To the extent that revisions occur between the time BellSouth notifies CLECs of changes under this Statement and the time the changes are scheduled to be implemented, BellSouth will immediately notify CLECs of such revisions consistent with its services or notice concurrent with BellSouth's internal notification process. CLECs may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. CLECs may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth, whichever is earlier.~~

K. Customer of Record. The CLEC will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the CLEC for all services.

L. Single Point of Contact. The CLEC will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the CLEC must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the CLEC for troubles that are found not to be in the BellSouth network. ~~BellSouth may contact the CLEC's customers if it deems such contact necessary for maintenance purposes.~~ BellSouth will have no other contact with CLEC end users, except as provided herein.

M. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the ~~ALEC to BellSouth CLEC Ordering Guidelines (Reseller)~~ Guide. See Section XV.

N. Resale of Transmitted Telephone Number Information. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

O. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide CLEC-resold services will be maintained by BellSouth. A CLEC or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

P. Billing and Collection. This Statement does not provide for billing and collection services. CLEC requests for billing and collection services should be referred to the appropriate entity or ~~operational~~ operations group within BellSouth.

Q. Discontinuing CLEC End User Service. BellSouth will discontinue service provided to CLEC resale end user customers as follows:

1. Where possible, BellSouth will deny service to a CLEC's end user on behalf of, and at the request of, the CLEC. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the CLEC.
2. At the request of a CLEC, BellSouth will disconnect a CLEC end user customer.
3. CLEC requests for denial or disconnection of an end user for nonpayment must be in writing.
4. A CLEC is solely responsible for notifying the end user of the proposed service disconnection.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise a CLEC when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the CLEC and/or the end user against any claim, loss or damage arising from providing this information to the CLEC. It is the responsibility of the CLEC to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

R. Discontinuing Service to a CLEC. The procedures for discontinuing service to a CLEC are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of



BellSouth facilities or service or any other violation or noncompliance by a CLEC of the rules and regulations contained in BellSouth's tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the CLEC that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the CLEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If the CLEC fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the CLEC to receive notices of noncompliance, discontinue the provision of existing services to the CLEC at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the CLEC's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the CLEC without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, the CLEC's services will be discontinued. Upon discontinuance of service on a CLEC's account, service to the CLEC's end users will be denied. BellSouth will reestablish service at the request of the end user or the CLEC upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

S. Deposits. BellSouth may require a CLEC to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made

in no way relieves the CLEC from the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that a CLEC defaults on its account, service to the CLEC will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at ~~the rate of six percent per annum~~ a Commission approved rate for deposits shall be paid to the CLEC during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the CLEC by the accrual date.

## **XV. Ordering ~~Guides~~ Guide and Collocation Handbook**

A. Ordering ~~Guides~~ Guide and Collocation Handbook. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement in ~~three separate manuals. These manuals will be filed with and maintained by the Commission. Any and all changes to these manuals will be filed with the Commission.~~ two manuals. The day-to-day administrative information and procedures set out in these manuals are intended to ensure that CLECs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. The manuals will be up-dated to conform to CLEC needs, systems developments and changes to and improvements in administrative procedures upon reasonable notice to the Authority and the parties utilizing this Statement. Changes to the manuals will not affect BellSouth's commitments, set out in this Statement, to treat CLECs in a non-discriminatory manner. CLECs that wish to cement in place a particular administrative approach set out in a manual may pursue that request under the bona fide request process.

~~XVI~~ 1. CLEC Ordering Guide. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection, facilities and resale services from BellSouth.

2. Handbook for Collocation. This manual sets out current processes and procedures, contact names and other information to assist in ordering collocation arrangements from BellSouth.

## **XVI. Performance Measures**

A. Performance Measures. BellSouth provides CLECs with various performance measures as set out in Attachment I. Each category includes measures that focus on timeliness, accuracy and quality. These measures provide CLECs information and performance targets that provide one method for CLECs to evaluate BellSouth's performance in delivering unbundled network elements and other facilities and services ordered under this Statement. Attachment I makes performance measures and underlying information reports available in five areas: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, and (5) Account Maintenance.

B. Additional Measures. Additional performance measures and reports may be developed through the bona fide request process described in Attachment B.

**XVII. Network Design and Management (47 U.S.C. § 251(c)(5))**

A. Network Management and Changes. BellSouth will work cooperatively with a CLEC to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. Network Management Controls. BellSouth will work cooperatively with a CLEC to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to a CLEC, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with a CLEC on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each CLEC on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

F. Call Information. BellSouth will provide a CLEC with the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.

**XVII. XVIII. Taxes**

A. Definition. For purposes of this Section ~~15~~, the terms “taxes” and “fees” shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

B. Taxes and Fees Imposed Directly On Either Seller or Purchaser.

1. Taxes and fees imposed on the providing party, which are not permitted or required to be passed on by the providing party to its customer, shall be borne and paid by the providing party.
2. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

1. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party.
2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party ~~remain~~ remains liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.
3. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

D. Taxes and Fees Imposed on Seller But Passed On To Purchaser.

1. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party.

2. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

3. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees;

provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

4. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

5. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

6. Notwithstanding any provision to the contrary, the purchasing party shall protect indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee.

7. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

E. Mutual Cooperation.

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

**XVIII. XIX. Auditing Procedures**

A. Audits. On thirty (30) days written notice, each company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and the CLEC shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the company being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the company requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the

quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either company is found to have overstated the PLU by twenty percentage points (20%) or more, that company shall reimburse the auditing company for the cost of the audit.

B. Percentage Interstate Usage. For combined interstate and intrastate CLEC traffic terminated by BellSouth over the same facilities as provided under this Statement, a CLEC will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to the CLEC. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. CLEC Resale Audit. BellSouth reserves the right to periodically audit services purchased by a CLEC for the purposes of resale to confirm that such services are being utilized in conformity with this Statement and BellSouth's tariffs. The CLEC will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Statement or BellSouth's tariffs, the CLEC shall be notified and billing for the service will be immediately changed to conform with this Statement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

## **XIX XX. Liability and Indemnification**

A. BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible CLEC revenues.

B. Liability for Acts or Omissions of Third Parties. Neither BellSouth nor a CLEC shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Statement.

C. Mutual Limitation of Liability. BellSouth and a CLEC shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local switched service tariff if it files one, or in an

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<sup>3</sup>Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Company Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating company pays services.

appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

D. No Liability for Certain Damage. Neither BellSouth nor a CLEC shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

E. Indemnification for Certain Claims. BellSouth and a CLEC providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Statement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Statement.

F. No liability for Certain Inaccurate Data. Neither BellSouth nor a CLEC assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

## ~~XX~~ XXI. Intellectual Property Rights and Indemnification

A. No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Statement. A CLEC is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

B. Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a party shall remain in the exclusive ownership of that party. Except for a limited license to use patents or copyrights to the extent necessary for the parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a party, is granted to the other party or shall be implied or arise by estoppel. It is the responsibility of each party to ensure at no additional cost to the other party that it has obtained any necessary licenses in relation to intellectual property of third parties used in its network that may be required to enable the other party



to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

C. Indemnification. The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

D. Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes or, in reasonable judgment of the party who owns the affected network is likely to become the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said party may, (iii) terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

E. Exception to Obligations. Neither party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

F. Exclusive Remedy. The foregoing shall constitute the parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

## **XXI XXII. Treatment of Proprietary and Confidential Information**

A. Confidential Information. It may be necessary for BellSouth and a CLEC to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call

detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and the CLEC shall receive such Information and not disclose such Information. BellSouth and the CLEC shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and the CLEC with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and the CLEC will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or the CLEC to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a party other than BellSouth or the CLEC; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving company without an obligation to keep it confidential.

## **XXII. XXIII. Notices**

A. Notices in Writing. Every notice, consent, approval, or other communications required or contemplated by this Statement shall be in writing and shall be delivered in person or given by postage prepaid mail to such address as the intended recipient previously shall have designated by written notice to the other party.

B. Certified Mail. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Statement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mail.

REQUEST: Please admit or deny the following:

- a. BellSouth has not corrected the deficiency concerning the rejection of orders submitted by competing carriers via BellSouth's electronic interface addressed in paragraphs 23, 24, 25, and 26 of the Federal Communications Commission's order adopted February 3, 1998, in CC Docket No. 97-231.

RESPONSE: BellSouth objects to this request as phrased. Notwithstanding the conclusions of the FCC in paragraphs 23, 24, 25 and 26. BellSouth believes there is no such deficiency related to the rejection of CLEC orders submitted via the EDI interface. Subject to these objections, BellSouth denies any deficiency.

REQUEST: (a) If BellSouth denies Item 2 above:

- (i) Identify the action taken, since the filing of the Louisiana application, to correct the deficiency, and
- (ii) Identify all supporting evidence included in the current filing before the TRA.

RESPONSE: (i)-(ii) See Response to Item 2. BellSouth reiterates that it has supplied information regarding the submission of orders via the EDI interface in the Local Exchange Order (LEO) Guides. The current edition has been available to CLECs for at least 6 months, but the first edition was made available in April, 1997. The LEO Guide was attached to the Direct Testimony of Gloria Calhoun as Exhibit GC-26 and to the Affidavit of William Stacy as Exhibit WNS-45. While BellSouth had previously provided much of this information (most of its is contained in the LEO Guide), on January 30, 1998, a comprehensive package of edits (including the Local Exchange Ordering (LEO) and Local Exchange Service Order Generator (LESOG) edits and Rejects requirements, and a disk of the Service Order Edit Routine (SOER) edits used by the Service Order Control System (SOCS) was delivered to CLECs and notice of the availability of these edits was put on BellSouth's CLEC web site.

Regarding the subject of "flow-through," attached is the January flow-through report. This report shows the flow-through rates for all CLECs using LENS or EDI for electronic ordering for the month of January 1998. "Raw flow-through" includes orders rejected for errors, many of which are CLEC input errors.

RESPONSE (cont'd):

"Adjusted flow-through" excludes rejected orders, and shows what the systems are capable of flowing through mechanically. Also attached are CLEC order errors analyses, showing the types of order errors observed during an examination of every electronic order placed for three days in November and September.

The January flow-through report shows that two CLECs, CLECs L and P, which placed 659 and 332 orders respectively electronically in January alone, achieved non-adjusted flow-through rates of 98.0% and 96.1%, showing that high flow-through with trained service representatives is indeed quite possible using the electronic interfaces BellSouth provides for CLECs. This report's results indicate that January's raw, non-adjusted flow-through rate was 63.7%, a 150% improvement over July's raw flow-through rate of 25%. When January's 63.7% raw flow-through is adjusted for the CLEC-caused order errors, which were 80.1%, the adjusted flow-through rate for January is 90.5%. This rate is comparable to the combined retail flow-through rates for residence and business orders.

The second set of documents attached in response to this Request reflect that BellSouth conducted analyses of order flow-through and errors which caused orders to be rejected, taking a sample of all electronic orders placed during 1 day in September and 2 days in November, to examine each order to determine which errors are indeed CLECs order errors and BellSouth's systems errors. These reports validate that the CLECs' order error rates ranged from 27% to 88%, also indicating that lower error rates are indeed achievable

RESPONSE (cont'd):

November's analysis of electronic order errors shows that SOER (edits used by SOCS) errors accounted for 45% of the CLECs' errors. These SOER errors include many omitted or incorrect USOCs on the service order. This is in spite of the fact that BellSouth has provided CLECs the required USOCs in the Local Exchange Ordering Guide, Volumes 2 and 3, which CLECs have had since April, 1997, and again in BellSouth's CLEC web site. Another error is improper formatting of data on the service order (no space after a comma, for example). As stated earlier, this information also was been provided in the three-volume Local Exchange Ordering Guide. The second largest CLEC error category was address errors, which accounted for 26.75% of the CLEC errors. BellSouth has provided CLECs the information they need to perform correct order processing, as demonstrated by the two CLECs mentioned earlier, who are achieving non-adjusted flow-through rates of 98% and 96%.

BellSouth also provides ongoing assistance to CLECs to help them decrease their order errors and rejects, and therefore, increase their order flow-through. BellSouth continues to conduct regularly scheduled training classes on the Electronic Interfaces - BellSouth trained 383 CLEC attendees in 1997's Electronic Interfaces classes. In addition to the documentation previously listed, BellSouth has provided the LENS User Guide, the Trouble Analysis Facilitation Interface (TAFI) User Guide, the EDI-PC Harbinger Training Manual, as well as specifications for CGI-LENS and TAFI. BellSouth also provides a team of people who can provide on-site assistance to CLECs upon request (at their locations), to help them with their use and understanding of the Electronic Interfaces. Finally, BellSouth has provided to the CLECs electronic access to USOCs, as well as the Rejects Requirements binder developed by BellSouth and agreed upon by the CLEC EDI users.

BELLSOUTH ELECTRONIC INTERFACE FLOW-THROUGH REPORT  
 Month to Date      Reporting Period 01/01/98 to 01/30/98

Company	METHOD OF RECEIPT				PROCESSING										TOTAL			CLEC			BST			% Initial (LEO) Rejects	% Data (LESOG) Rejects	"Raw" Flowthrough	"Adjusted" Flowthrough
	FAX or MAIL	EDI	LENS	Total LSRs	Manual Processed Orders	Manual Processed Errors	Total	Total Manual Mech	LEO F/Out	LESOG Elig	LESOG F/Thr	SOER Error	SOER Errors	SOER Errors	SOER Errors												
A	80	3402	0	3482	80	1362	1442	3402	1362	3286	2040	1246	1031	215	40.0%	31.4%	62.1%	90.3%									
B	561	413	4	978	561	174	735	417	174	392	243	149	124	25	41.7%	31.6%	62.0%	88.0%									
C	194	252	0	446	194	176	370	252	176	207	76	131	108	23	69.8%	52.2%	36.7%	73.0%									
D	3	70	0	73	3	56	59	70	56	66	14	52	44	8	80.0%	66.7%	21.2%	82.9%									
E	135	64	0	199	135	51	186	64	51	52	13	39	34	5	79.7%	65.4%	25.0%	73.4%									
F	0	4	0	4	0	4	4	4	4	1	0	1	0	1	100.0%	0.0%	0.0%	0.0%									
G	0	2	0	2	0	0	0	0	0	2	2	0	0	0	0.0%	0.0%	100.0%	100.0%									
H	28	1	49	78	28	24	52	50	24	41	26	15	12	3	48.0%	29.3%	63.4%	76.0%									
I	1	1	0	2	1	1	2	1	1	1	0	1	0	1	100.0%	0.0%	0.0%	0.0%									
J	0	1	0	1	0	1	1	1	1	1	0	1	0	1	100.0%	0.0%	0.0%	0.0%									
K	552	0	5269	12821	552	1617	9169	5269	1617	5191	3652	1539	1200	339	30.7%	23.1%	70.4%	92.1%									
L	326	0	659	9851	326	17	343	659	17	655	642	13	11	2	2.6%	1.7%	98.0%	99.1%									
M	768	0	538	2306	768	390	2158	538	390	532	148	384	315	69	72.5%	59.2%	27.8%	86.1%									
N	170	0	389	559	170	76	246	389	76	388	313	75	61	14	19.5%	15.7%	80.7%	96.1%									
O	625	0	339	964	625	98	723	339	98	338	241	97	79	18	28.9%	23.4%	71.3%	94.4%									
P	520	0	332	852	520	15	553	332	15	330	317	13	10	3	4.5%	3.0%	96.1%	98.5%									
Q	975	0	233	1208	975	95	1070	233	95	220	138	82	67	15	40.8%	30.5%	62.7%	88.0%									
R	116	0	206	322	116	108	224	206	108	203	98	105	86	19	52.4%	42.4%	48.3%	89.3%									
S	532	0	180	712	532	114	646	180	114	178	66	112	91	21	63.3%	51.1%	37.1%	87.2%									
T	550	0	148	698	550	76	626	148	76	148	72	76	63	13	51.4%	42.6%	48.6%	91.2%									
U	581	0	128	1709	581	121	1702	128	121	125	7	118	98	20	94.5%	78.4%	5.6%	82.0%									
V	157	0	127	284	157	98	255	127	98	120	29	91	76	15	77.2%	63.3%	24.2%	82.7%									
W	11	0	101	112	11	83	94	101	83	97	18	79	66	13	82.2%	68.0%	18.6%	83.2%									
X	102	0	87	189	102	84	186	87	84	87	3	84	70	14	96.6%	80.5%	3.4%	83.9%									
Y	306	0	77	383	306	56	362	77	56	61	21	40	33	7	72.7%	54.1%	34.4%	70.1%									
Z	2	0	73	75	2	13	15	73	13	73	60	13	10	3	17.8%	13.7%	82.2%	95.9%									
AA	244	0	65	309	244	29	273	65	29	65	36	29	24	5	44.6%	36.9%	55.4%	92.3%									
BB	65	0	63	128	65	33	98	63	33	63	30	33	27	6	52.4%	42.9%	47.6%	90.5%									
CC	15	0	54	69	15	18	33	54	18	54	36	18	15	3	33.3%	27.8%	66.7%	94.4%									
DD	14	0	54	68	14	30	44	54	30	54	24	30	25	5	55.6%	46.3%	44.4%	90.7%									
EE	163	0	52	215	163	30	193	52	30	51	22	29	24	5	57.7%	47.1%	43.1%	88.5%									
FF	8	0	29	37	8	27	35	29	27	29	2	27	22	5	93.1%	75.9%	6.9%	82.8%									
GG	19	0	25	44	19	13	32	25	13	25	12	13	10	3	52.0%	40.0%	48.0%	88.0%									
HH	11	0	17	28	11	15	26	17	15	17	2	15	12	3	88.2%	70.6%	11.8%	82.4%									
II	915	0	15	4930	915	15	4930	15	15	15	0	15	12	3	100.0%	80.0%	0.0%	80.0%									
JJ	32	0	15	47	32	9	41	15	9	9	6	3	2	1	60.0%	22.2%	66.7%	53.3%									
KK	1	0	12	13	1	7	8	12	7	11	5	6	5	1	58.3%	45.5%	45.5%	83.3%									
LL	940	0	11	951	940	11	951	11	11	2	0	2	1	1	100.0%	50.0%	0.0%	9.1%									
MM	110	0	8	118	110	6	116	8	6	7	2	5	4	1	75.0%	57.1%	28.6%	75.0%									

BELLSOUTH ELECTRONIC INTERFACE FLOW-THROUGH REPORT  
Month to Date Reporting Period 01/01/98 to 01/30/98

Company	METHOD OF RECEIPT				PROCESSING								TOTAL		CLEC		BST		% Initial (LEO) Rejects	% Data (LESOG) Rejects	"Raw" Flowthrough	"Adjusted" Flowthrough
	FAX or MAIL	EDI	LENS	Total LSRs	Manual Processed Orders	Manual Processed Errors	Total Manual	Total Mech	LEO FtOut	LESOG Elig	LESOG FtThr	SOER Error	SOER Errors	SOER Errors	SOER Errors							
NN	781	0	7	788	781	3	784	7	3	5	4	1	0	1	42.9%	0.0%	80.0%	57.1%				
OO	355	0	5	360	355	3	358	5	3	4	2	2	1	1	60.0%	25.0%	50.0%	60.0%				
PP	0	0	5	5	0	5	5	5	5	0	0	0	0	0	100.0%	0.0%	0.0%	0.0%				
QQ	22	0	4	26	22	4	26	4	4	4	0	4	3	1	100.0%	75.0%	0.0%	75.0%				
RR	16	0	4	20	16	3	19	4	3	2	1	1	0	1	75.0%	0.0%	50.0%	25.0%				
SS	162	0	3	165	162	1	163	3	1	3	2	1	0	1	33.3%	0.0%	66.7%	66.7%				
TT	41	0	3	44	41	3	44	3	3	3	0	3	2	1	100.0%	66.7%	0.0%	66.7%				
UU	390	0	2	392	390	1	391	2	1	1	1	0	0	0	50.0%	0.0%	100.0%	50.0%				
VV	15	0	2	17	15	0	15	2	0	2	2	0	0	0	0.0%	0.0%	100.0%	100.0%				
WW	438	0	1	439	438	1	439	1	1	1	0	1	0	1	100.0%	0.0%	0.0%	0.0%				
TOTALS	12052	4210	9395	43657	12052	5177	35229	13605	5177	13222	8428	4794	3878	916	38.1%	29.3%	63.7%	90.5%				

NOTES:

METHOD OF RECEIPT - indicates method original order was received from CLEC

PROCESSING

Manual Processed Orders - indicates orders received from the CLEC as paper LSRs, process by the LCSC

Manual Processed Errors - indicates orders received electronically from the CLEC which had fatal errors and were returned for correction.

Total Manual - total of the two items above

Total Mech - Total orders received electronically via EDI or LENS

LEO FtOut - Orders which failed the LEO business rule edits (missing or invalid LSR data) and were returned to the CLEC for correction

LESOG Elig - All orders (both initial, subsequent, and corrected) which are eligible for mechanized order generation.

LESOG FtThr - Orders which successfully generated an error free service orders in SOCS

TOTAL SOER Errors - order which failed to generate a service orders due to LESOG or SOER errors

CLEC SOER errors - portion of TOTAL SOER errors due to CLEC data errors

BST SOER errors - portion of TOTAL SOER errors due to BST software errors

% Initial (LEO) rejects = LEO FtOut / (Total Mech)

% Data (LESOG) rejects = CLEC SOER Errors / LESOG Elig

"Raw" Flowthrough = LESOG FtThr / LESOG Elig

"Adjusted" flowthrough - projected flowthrough of CLEC orders if CLEC errors are removed

[NOTE:Adjusted Flowthrough is defined as (LESOG FtThr + CLEC SOER errors)/(LESOG Elig) ]



# **ERROR TYPES FOR NOVEMBER FLOW-THROUGH TEST**

Total CLEC Errors	1297	100.00%
SOER "Order Error"	588	45.34%
RSAG	347	26.75%
Other	128	9.87%
BTN # format	66	5.09%
USOC NOT VALID IN THIS STATE	45	3.47%
0100 CLASS OF SERVICE INVALID	35	2.70%
0999 FEATURE NOT FOUND IN TABLE : SEQ1X		
0999 FREEZE CODE IS INVALID; CHECK PCA FID0999		
MATCH IN CSR SA " AND LSR HOUSENUM '1446' WAS		
NOT FOUND IN DUPLICATE CUSTOMER	33	2.54%
DUPLICATE LSR NOT LOADED	25	1.93%
0167 INTERVAL BETWEEN DATE RECIEVED AND		
DDD EQUALS ZERO : DSAP DID NOT VALDATE		
DATE, PERFORM MANUALLY	16	1.23%
0107 TELEPHONE NUMBER NOT FOUND IN CRIS		
BOE001 REQUESTED TELEPHONE NUMBER NOT		
FOUND POFS	8	0.62%
0158 CFN NOT VALID FORMAT : NO CFN/INTEG		
COMBINATION IN COFFI	6	0.46%

Total BST Errors	250	100.00%
0162 USOC NOT VALID FOR SWITCH TYPE : BCR	77	30.80%
SOER "Order Error"	38	15.20%
0999 ERROR : INSUFFICIENT END USER BILLING INFOR	18	7.20%
0184 USOC NOT VALID IN THIS STATE : CREX1 0999 E	14	5.60%
0999 FEATURE NOT FOUND IN TABLE : 1FR, SEQ1X	13	5.20%
0107 TELEPHONE NUMBER NOT FOUND IN CRIS BOE00	11	4.40%
0100 CLASS OF SERVICE INVALID, NOT MECHANIZED	9	3.60%
Other	70	28.00%

**BF SOUTH OPERATIONAL SUPPORT SYS<sup>TM</sup> 1**  
**FLOW THROUGH TEST RESULTS**

SUMMARY	11/18/97			11/20/97					
	Raw	Adjustment	Adjusted	Raw	Adjustment	Adjusted	Total		
Total LSRs received	2,086		2,086	1,358		1,358	3,444		
Total Errors	1,166		1,166	707		707	1,873		
CLEC errors	807	84.50%	178	490	82.77%	95	585	1,570	
BST Errors	148	15.50%	33	102	17.23%	20	122	303	
N/A	211		0	115		0	0		
LSRs Submitted through:	Percentage	Errors	Percentage	Percentage	Errors	Percentage	Errors	Errors	
WEB	1,717	82.31%	921	53.64%	1,217	89.62%	611	50.21%	1,532
EDI	369	17.69%	245	66.40%	141	10.38%	101	71.63%	346
<b>TOTAL</b>									
Flow Through	A	B	C	D	E	F	G	H	Other Total
LSRs received	461	1	2696	0	47	42	39	80	78 3444
Errors	302	1	1383	0	40	15	33	37	62 1873
Raw Flow Through	159	0	1313	0	7	27	6	43	16 1571
Raw Flow Through%	34.49%	0.00%	48.70%	0.00%	14.89%	64.29%	15.38%	53.75%	20.51% 45.62%
Adjusted CLEC Errors	250	0	1219	0	14	13	19	10	36 1570
CLEC Errors%	82.78%	0.00%	88.14%	0.00%	35.00%	86.67%	57.58%	27.03%	58.06% 83.82%
Adjusted Flow Through	409	0	2532	0	21	40	25	53	52 3141
Adjusted Flow Through%	88.72%	0.00%	93.92%	0.00%	44.68%	95.24%	64.10%	66.25%	66.67% 91.20%
WEB	0	1	2696	0	0	42	39	80	76 2934
EDI	461	0	0	0	47	0	0	0	2 510
<b>N/A allocation calculation.</b>									
CLEC Errors	163	0	1064	0	9	8	18	9	26 1297
BST Errors	34	0	143	0	17	1	13	23	19 250
CLEC Errors%	82.74%	0.00%	88.15%	0.00%	34.62%	88.89%	58.06%	28.13%	57.78% 83.84%
BST Errors%	17.26%	0.00%	11.85%	0.00%	65.38%	11.11%	41.94%	71.88%	42.22% 16.16%
N/A	105	1	176	0	14	6	2	5	17 326
N/A allocated to CLEC	87	0	155	0	5	5	1	1	10 273
Adjusted CLEC Errors	250	0	1219	0	14	13	19	10	36 1570

**BE SOUTH OPERATIONAL SUPPORT SYSTEM A  
FLOW THROUGH TEST RESULTS**

11/18/97										
Flow Through	A	B	C	D	E	F	G	H	Other	Total
LSRs received	351	1	1610	0	18	21	25	24	36	2086
Errors	232	1	857	0	13	9	22	4	28	1166
Raw Flow Through	119	0	753	0	5	12	3	20	8	920
Raw Flow Through%	33.90%	0.00%	46.77%	0.00%	27.78%	57.14%	12.00%	83.33%	22.22%	44.10%
Adjusted CLEC Errors	185	0	760	0	3	6	8	4	9	985
CLEC Errors%	79.74%	0.00%	88.68%	0.00%	23.08%	66.67%	36.36%	100.00%	32.14%	84.48%
Adjusted Flow Through	304	0	1513	0	8	18	11	24	17	1905
Adjusted Flow Through%	86.61%	0.00%	93.98%	0.00%	44.44%	85.71%	44.00%	100.00%	47.22%	91.32%
WEB	0	1	1610	0	0	21	25	24	36	1717
EDI	351	0	0	0	18	0	0	0	0	369
N/A allocation calculation.										
CLEC Errors	113	0	675	0	2	2	7	2	6	807
BST Errors	29	0	86	0	6	1	13	0	13	148
CLEC Errors%	79.58%	0.00%	88.70%	0.00%	25.00%	66.67%	35.00%	100.00%	31.58%	84.50%
BST Errors%	20.42%	0.00%	11.30%	0.00%	75.00%	33.33%	65.00%	0.00%	68.42%	15.50%
N/A	90	1	96	0	5	6	2	2	9	211
N/A allocated to CLEC	72	0	85	0	1	4	1	2	3	178
Adjusted CLEC Errors	185	0	760	0	3	6	8	4	9	985

11/20/97										
Flow Through	A	B	C	D	E	F	G	H	Other	Total
LSRs received	110	0	1086	0	29	21	14	56	42	1358
Errors	70	0	526	0	27	6	11	33	34	707
Raw Flow Through	40	0	560	0	2	15	3	23	8	651
Raw Flow Through%	36.36%	0.00%	51.57%	0.00%	6.90%	71.43%	21.43%	41.07%	19.05%	47.94%
Adjusted CLEC Errors	64	0	459	0	11	6	11	8	26	585
CLEC Errors%	91.43%	0.00%	87.26%	0.00%	40.74%	100.00%	100.00%	24.24%	76.47%	82.74%
Adjusted Flow Through	104	0	1019	0	13	21	14	31	34	1236
Adjusted Flow Through%	94.55%	0.00%	93.83%	0.00%	44.83%	100.00%	100.00%	55.36%	80.95%	91.02%
WEB	0	0	1086	0	0	21	14	56	40	1217
EDI	110	0	0	0	29	0	0	0	2	141
N/A allocation calculation.										
CLEC Errors	50	0	389	0	7	6	11	7	20	490
BST Errors	5	0	57	0	11	0	0	23	6	102
CLEC Errors%	90.91%	0.00%	87.22%	0.00%	38.89%	100.00%	100.00%	23.33%	76.92%	82.77%
BST Errors%	9.09%	0.00%	12.78%	0.00%	61.11%	0.00%	0.00%	76.67%	23.08%	17.23%
N/A	15	0	80	0	9	0	0	3	8	115
N/A allocated to CLEC	14	0	70	0	4	0	0	1	6	95
Adjusted CLEC Errors	64	0	459	0	11	6	11	8	26	585

NOTES: N/A's are errors that had cleared from the SOCS system before they could be reviewed to determine the cause of the error. These errors will be allocated based on the percentage of CLEC to BellSouth caused errors.

**BELLSOUTH OSS TEST RESULTS  
AND COMPARISON OF  
SEPTEMBER TO NOVEMBER**

	Nov. 18 & 20			Sep. 3
SUMMARY	Raw	Adjustment	Adjusted	Data
Total LSRs received	3,444		3,444	592
Total Errors	1,873		1,873	393
CLEC errors	1,297	83.84%	273	198
BST Errors	250	16.16%	53	195
N/A	326		0	0
LSRs Submitted through:		Percentage	Errors	Errors %
WEB	2934	85.19%	1,532	52.22%
EDI	510	14.81%	346	67.84%

November 18 & 20, 1997										
Flow Through	A	B	C	D	E	F	G	H	Other	Total
LSRs received	461	1	2696	0	47	42	39	80	78	3444
Errors	302	1	1383	0	40	15	33	37	62	1873
Raw Flow Through	159	0	1313	0	7	27	6	43	16	1571
Raw Flow Through%	34.49%	0.00%	48.70%	0.00%	14.89%	64.29%	15.38%	53.75%	20.51%	45.62%
Adjusted CLEC Errors	250	0	1219	0	14	13	19	10	36	1570
CLEC Errors%	82.78%	0.00%	88.14%	0.00%	35.00%	86.67%	57.58%	27.03%	58.06%	83.82%
Adjusted Flow Through	409	0	2532	0	21	40	25	53	52	3141
Adjusted Flow Through%	88.72%	0.00%	93.92%	0.00%	44.68%	95.24%	64.10%	66.25%	66.67%	91.20%
WEB	0	1	2696	0	0	42	39	80	76	2934
EDI	461	0	0	0	47	0	0	0	2	510
N/A allocation calculation.										
CLEC Errors	163	0	1064	0	9	8	18	9	26	1297
BST Errors	34	0	143	0	17	1	13	23	19	250
CLEC Errors%	82.74%	0.00%	88.15%	0.00%	34.62%	88.89%	58.06%	28.13%	57.78%	83.84%
BST Errors%	17.26%	0.00%	11.85%	0.00%	65.38%	11.11%	41.94%	71.88%	42.22%	16.16%
N/A	105	1	176	0	14	6	2	5	17	326
N/A allocated to CLEC	87	0	155	0	5	5	1	1	10	273
Adjusted CLEC Errors	250	0	1219	0	14	13	19	10	36	1570

NOTES: N/A's are errors that had cleared from the SOCS system before they could be reviewed to determine the cause of the error. These errors allocated based on the percentage of CLEC to BellSouth caused errors.

Sep. 3, 1997	A	B	C	Other	Total
LSRs received	259	19	281	33	592
Errors	117	16	229	31	393
Raw Flow Through	142	3	52	2	199
Raw Flow Through%	54.83%	15.79%	18.51%	6.06%	33.61%
Adjusted CLEC Errors	98	7	67	27	199
CLEC Errors%	83.76%	43.75%	29.26%	87.10%	50.64%
Adjusted Flow Through	240	10	119	29	398
Adjusted Flow Through%	92.66%	52.63%	42.35%	87.88%	67.23%
WEB	N/A	N/A	N/A	N/A	N/A
EDI	N/A	N/A	N/A	N/A	N/A
N/A allocation calculation.					
CLEC Errors	98	7	67	27	199
BST Errors	19	9	143	19	190
CLEC Errors%	83.76%	43.75%	29.26%	87.10%	50.64%
BST Errors%	16.24%	56.25%	62.45%	61.29%	48.35%
N/A	0	0	0	0	0
N/A allocated to CLEC	0	0	0	0	0
Adjusted CLEC Errors	98	7	67	27	199

BellSouth Telecommunications, Inc.  
TRA Docket 97-00309  
CAD's First Data Requests  
Item No. 4  
Page 1 of 3

- REQUEST:
- (a) (i) For each month of 1997 and year to date through the most recent completed month, what is percent of BellSouth's residential orders that electronically flow through BellSouth's ordering systems and databases? (See FCC order paragraph 24.)
  - (ii) Identify all supporting documentation that has been included in the filing with the TRA that supports the information provided in response to 4(a)(i).
  - (iii) Provide all other studies, analysis, reports, memoranda, etc. that support BellSouth's position concerning the information provided in response to 4(a)(i).
- (b) (i) For each month of 1997 and year to date through the most recent completed month, what is the percent of BellSouth business orders that electronically flow through BellSouth's ordering system and databases? (See FCC order paragraph 24.)
- A. Identify the percentage for Plain Old Telephone Service (POTS) orders, and
  - B. Other business service orders.
- (ii) Identify all supporting documentation that has been included in the filing with the TRA that supports the responses to Item 4(b)(i) A & B.
- (iii) Provide all other studies, analysis, reports, memoranda, etc. that support BellSouth's responses to Item 4(b)(i) A & B.

REQUEST (cont'd):

- (c) (i) For each month of 1997 and the year to date through the most recent completed month, what is the percent of completing carriers resale orders submitted flowed through BellSouth's ordering system and databases? (See FCC order paragraph 24.)
  - A. Identify the percentage for residential orders,
  - B. Identify the percentage for Plain Old Telephone Service (POTS) orders, and
  - C. Identify the percentage for other business service orders.
- (ii) Identify all supporting documentation that has been included in the filing with the TRA that support BellSouth's responses to Item 4(c)(i) A, B, & C.
- (iii) Provide all other studies, analysis, reports, memoranda, etc. that support BellSouth's responses to Item 4 (c)(i) A, B, & C.

RESPONSE: **(a) (i):** No data or reports meeting the criteria requested (Residence) are available. A composite residence and business report has been provided in response to 4 (c ) below. BellSouth does not make a distinction between Residence and Business on the reports currently in use. The relevant reports are labeled as Exhibit JWM-1.

**(a) (ii):** See response to 4(a)(i). Also, please refer to the affidavit of William N, Stacy (pages 15-19) with the TRA in this docket and the testimony of Jerry Moore (pages 7-20), which describes in detail BellSouth's efforts to provide the performance measurements required to provide the CLECs and the TRA with the information necessary to demonstrate parity.

**(a) (iii):** No other studies, analysis, reports, memoranda, etc. are available for residence customers.

**(b) (i):** No Reports devoted strictly to business flow through orders are available. See response 4 (a)(i).

**(b) (ii):** See Response to 4(b)(i). Also, please refer to the affidavit of William N, Stacy (pages 15-19) with the TRA in this docket and the testimony of Jerry Moore (pages 7-20), which describes in detail BellSouth's efforts to provide the performance measurements required to provide the CLECs and the TRA with the information necessary to demonstrate parity.

**(b) (iii):** No other studies, analysis, reports, memoranda, etc. are available for business customers. See response 4 (b)(i).

**(c) (i):** See Exhibit 4A (Attached) which contains percent flow through data for competing carriers. Exhibit JWM-1 includes information for July through December 1997\* and January 1998. BellSouth flow through reports are for combined Residence and Business customers and these reports do not distinguish residential or POTS orders from other orders. No data was available prior to July 1997. October 1997 data is unavailable.

**(c) (ii):** Please refer to the affidavit of William N, Stacy (pages 11-19) with the TRA in this docket and the testimony of Jerry Moore (pages 7-20), which describes in detail BellSouth's efforts to provide the performance measurements required to provide the CLECs and the TRA with the information necessary to demonstrate parity.

**(c) (iii):** Attached are routine flow through reports (Exhibit 4A) and an analysis of flow through errors (Exhibits JWM-2a, 2b, 2c).

LCSC CENTER ELECTRONIC INTERFACE ACTIVITY REPORT  
Month to Date Reporting Period 01/01/98 to 01/30/98

Company	METHOD OF RECEIPT				PROCESSING										TOTAL SOER Error	GLEC SOER Errors	BST SOER Errors	% Initial (LEO) Rejects	% Data (ESOG) Rejects	"Raw" Flowthrough	"Adjusted" Flowthrough
	FAX or MAIL	EDI	LENS	Total LSRs	Manual Processed Orders	Manual Processed Errors	Total Manual	Total Mech	LEO FIOut	LESOG Elig	LESOG FIThr										
A	80	3402	0	3482	80	1362	1442	3402	1362	3286	2040	1246	1031	215	40.0%	31.4%	62.1%	90.3%			
B	561	413	4	978	561	174	735	417	174	392	283	149	124	25	41.7%	31.6%	62.0%	88.0%			
C	194	252	0	446	194	176	370	252	176	207	76	131	108	23	69.8%	52.2%	36.7%	73.0%			
D	3	70	0	73	3	56	59	70	56	66	14	52	44	8	80.0%	66.7%	21.2%	82.9%			
E	135	64	0	199	135	51	186	64	51	52	13	39	34	5	79.7%	65.4%	25.0%	73.4%			
F	0	4	0	4	0	4	4	4	4	1	0	1	0	1	100.0%	0.0%	0.0%	0.0%			
G	0	2	0	2	0	0	0	2	0	2	2	0	0	0	0.0%	0.0%	100.0%	100.0%			
H	28	1	49	78	28	24	52	50	24	41	26	15	12	3	48.0%	29.3%	63.4%	76.0%			
I	1	1	0	2	1	1	2	1	1	1	0	1	0	1	100.0%	0.0%	0.0%	0.0%			
J	0	1	0	1	0	1	1	1	1	1	0	1	0	1	100.0%	0.0%	0.0%	0.0%			
K	552	0	5269	12821	552	1617	9169	5269	1617	5191	3652	1539	1200	339	30.7%	23.1%	70.4%	92.1%			
L	326	0	639	985	326	17	343	639	17	655	642	13	11	2	2.6%	1.7%	98.0%	99.1%			
M	768	0	538	2306	768	390	2158	538	390	532	148	384	315	69	72.5%	59.2%	27.8%	86.1%			
N	170	0	389	559	170	76	246	389	76	388	313	75	61	14	19.5%	15.7%	80.7%	96.1%			
O	625	0	339	964	625	98	723	339	98	338	241	97	79	18	28.9%	23.4%	71.3%	94.4%			
P	520	0	332	852	520	15	535	332	15	330	317	13	10	3	4.5%	3.0%	96.1%	98.5%			
Q	975	0	233	1208	975	95	1070	233	95	220	138	82	67	15	40.8%	30.5%	62.7%	88.0%			
R	116	0	206	322	116	108	224	206	108	203	98	105	86	19	52.4%	42.4%	48.3%	89.3%			
S	532	0	180	712	532	114	646	180	114	178	66	112	91	21	63.3%	51.1%	37.1%	87.2%			
T	350	0	148	698	350	76	626	148	76	148	72	76	63	13	51.4%	42.6%	48.6%	91.2%			
U	581	0	128	1709	581	121	1702	128	121	125	7	118	98	20	94.5%	78.4%	5.6%	82.0%			
V	157	0	127	284	157	98	255	127	98	120	29	91	76	15	77.2%	63.3%	24.2%	82.7%			
W	11	0	101	112	11	83	94	101	83	97	18	79	66	13	82.2%	68.0%	18.6%	83.2%			
X	102	0	87	189	102	84	186	87	84	87	3	84	70	14	96.6%	80.5%	3.4%	83.9%			
Y	306	0	77	383	306	56	362	77	56	61	21	40	33	7	72.7%	54.1%	34.4%	70.1%			
Z	2	0	73	75	2	13	15	73	13	73	60	13	10	3	17.8%	13.7%	82.2%	95.9%			
AA	244	0	65	309	244	29	273	65	29	65	36	29	24	5	44.6%	36.9%	55.4%	92.3%			
BB	65	0	63	128	65	33	98	63	33	63	30	33	27	6	52.4%	42.9%	47.6%	90.5%			
CC	15	0	54	69	15	18	33	54	18	54	36	18	15	3	33.3%	27.8%	66.7%	94.4%			
DD	14	0	54	68	14	30	44	54	30	54	24	30	25	5	55.6%	46.3%	44.4%	90.7%			
EE	163	0	52	215	163	30	193	52	30	51	22	29	24	5	57.7%	47.1%	43.1%	88.5%			
FF	8	0	29	37	8	27	35	29	27	29	2	27	22	3	93.1%	75.9%	6.9%	82.8%			
GG	19	0	25	44	19	13	32	25	13	25	12	13	10	3	52.0%	40.0%	48.0%	88.0%			
HH	11	0	17	28	11	15	26	17	15	17	2	15	12	3	88.2%	70.6%	11.8%	82.4%			
II	915	0	15	4930	915	15	4930	15	15	15	0	15	12	3	100.0%	80.0%	0.0%	80.0%			
JJ	32	0	15	47	32	9	41	15	9	9	6	3	2	1	60.0%	22.2%	66.7%	53.3%			
KK	1	0	12	13	1	7	8	12	7	11	5	6	5	1	58.3%	45.5%	45.5%	83.3%			
LL	940	0	11	951	940	11	951	11	11	2	0	2	1	1	100.0%	50.0%	0.0%	9.1%			
MM	110	0	8	118	110	6	116	8	6	7	2	5	4	1	75.0%	57.1%	28.6%	75.0%			



LCSC CENTER ELECTRONIC INTERFACE ACTIVITY REPORT  
Month to Date Reporting Period 01/01/98 to 01/30/98

Company	METHOD OF RECEIPT				PROCESSING										TOTAL SOER Error	CLEC SOER Errors	BST SOER Errors	% Initial (LEO) Rejects	% Data (LESOG) Rejects	"Raw" Flowthrough	"Adjusted" Flowthrough
	FAX or MAIL	EDI	LENS	Total LSRs	Manual Processed Orders	Manual Processed Errors	Total Manual	Total Mech	LEO FIOU	LESOG Elig	LESOG FIOU										
NN	781	0	7	788	781	3	784	7	3	5	4	1	0	1	1	42.9%	0.0%	80.0%	57.1%		
OO	355	0	5	360	355	3	358	5	3	4	2	2	1	1	1	60.0%	25.0%	50.0%	60.0%		
PP	0	0	5	5	0	5	5	5	5	0	0	0	0	0	0	100.0%	0.0%	0.0%	0.0%		
QQ	22	0	4	26	22	4	26	4	4	4	0	4	3	1	1	100.0%	75.0%	0.0%	75.0%		
RR	16	0	4	20	16	3	19	4	3	2	1	1	0	1	1	75.0%	0.0%	50.0%	25.0%		
SS	162	0	3	165	162	1	163	3	1	3	2	1	0	1	1	33.3%	0.0%	66.7%	66.7%		
TT	41	0	3	44	41	3	44	3	3	3	0	3	2	1	1	100.0%	66.7%	0.0%	66.7%		
UU	390	0	2	392	390	1	391	2	1	1	1	0	0	0	0	50.0%	0.0%	100.0%	50.0%		
VV	15	0	2	17	15	0	15	2	0	2	2	0	0	0	0	0.0%	0.0%	100.0%	100.0%		
WW	438	0	1	439	438	1	439	1	1	1	0	1	0	1	1	100.0%	0.0%	0.0%	0.0%		
TOTALS	12052	4210	9395	43657	12052	5177	35229	13605	5177	13222	8428	4794	3878	916	916	38.1%	29.3%	63.7%	90.5%		

NOTES:

METHOD OF RECEIPT - indicates method original order was received from CLEC

PROCESSING

Manual Processed Orders - indicates orders received from the CLEC as paper LSRs, process by the LCSC

Manual Process Errors - indicates orders received electronically from the CLEC which had fatal errors and were returned for correction.

Total Manual - total of the two items above

Total Mech - Total orders received electronically via EDI or LENS

LEO FIOU - Orders which failed the LEO business rule edits (missing or invalid LSR data) and were returned to the CLEC for correction

LESOG Elig - All orders (both initial, subsequent, and corrected) which are eligible for mechanized order generation.

LESOG FIOU - Orders which successfully generated an error free service orders in SOCS

TOTAL SOER Errors - order which failed to generate a service orders due to LESOG or SOER errors

CLEC SOER errors - portion of TOTAL SOER errors due to CLEC data errors

BST SOER errors - portion of TOTAL SOER errors due to BST software errors

% Initial (LEO) rejects = LEO FIOU / (Total Mech)

% Data (LESOG) rejects = CLEC SOER Errors / LESOG Elig

"Raw" Flowthrough = LESOG FIOU / LESOG Elig

"Adjusted" flowthrough - projected flowthrough of CLEC orders if CLEC errors are removed

[NOTE: Adjusted flowthrough is defined as (LESOG FIOU + CLEC SOER errors) / (LESOG Elig)]

PERCENT REJECTED SERVICE REQUESTS AND PERCENT FLOW THROUGH SERVICE REQUESTS COMBINED REPORTS  
Month to Date Reporting Period 12/01/97 to 12/29/97

Company	METHOD OF RECEIPT				PROCESSING					TOTAL SOER Error	CLEC SOER Errors	BST SOER Errors	% Initial (LEO) Rejects	% Data (LESO) Rejects	"Raw" Flowthrough	"Adjusted" Flowthrough
	FAX or MAIL	EDI	LENS	Total LSRs	Manual Processed Orders	Manual Process Errors	Total Manual Mech	LEO F/Out	LESO Elig	LESO F/Thr						
A	38	3278	0	3316	38	1259	1297	3278	1259	3171	2019	953	38.4%	30.1%	63.7%	90.7%
B	440	673	1	1114	440	240	680	674	240	629	434	162	35.6%	25.8%	69.0%	88.4%
C	186	14	0	200	186	10	196	14	10	10	4	4	71.4%	40.0%	40.0%	57.1%
D	63	3	65	131	63	51	114	68	51	61	17	37	75.0%	60.7%	27.9%	79.4%
E	2843	0	16956	19799	2843	4868	7711	16956	4868	16594	12088	3972	28.7%	23.9%	72.8%	94.7%
F	1400	0	513	1913	1400	477	1877	513	477	402	36	325	93.0%	80.8%	9.0%	70.4%
G	242	0	446	688	242	18	260	446	18	445	428	14	4.0%	3.1%	96.2%	99.1%
H	702	0	348	1050	702	230	932	348	230	346	118	194	66.1%	56.1%	34.1%	89.7%
J	243	0	272	515	243	96	339	272	96	264	176	73	35.3%	27.7%	66.7%	91.5%
K	400	0	194	594	400	168	568	194	168	169	26	120	86.6%	71.0%	15.4%	75.3%
L	590	0	150	740	590	125	715	150	125	148	25	95	83.3%	64.2%	16.9%	80.0%
M	51	0	112	163	51	110	161	112	110	112	2	96	98.2%	85.7%	1.8%	87.5%
N	116	0	72	188	116	69	185	72	69	71	3	55	95.8%	77.5%	4.2%	80.6%
O	263	0	54	317	263	51	314	54	51	32	3	23	94.4%	71.9%	9.4%	48.1%
P	6	0	33	39	6	29	35	33	29	30	4	21	87.9%	70.0%	13.3%	75.8%
Q	5049	0	28	5077	5049	23	5072	28	23	28	5	18	82.1%	64.3%	17.9%	82.1%
R	13	0	27	40	13	18	31	27	18	27	9	14	66.7%	51.9%	33.3%	85.2%
S	1	0	22	23	1	20	21	22	20	19	2	13	90.9%	68.4%	10.5%	68.2%
T	6	0	19	25	6	10	16	19	10	19	9	8	52.6%	42.1%	47.4%	89.5%
U	10	0	16	26	10	16	26	16	16	16	0	13	100.0%	81.3%	0.0%	81.3%
V	379	0	16	395	379	10	389	16	10	8	6	2	62.5%	12.5%	75.0%	43.8%
W	77	0	15	92	77	12	89	15	12	15	3	10	80.0%	66.7%	20.0%	86.7%
X	0	0	12	12	0	0	0	12	0	12	0	0	0.0%	0.0%	100.0%	100.0%
Y	2759	0	12	2771	2759	11	2770	12	11	12	1	9	91.7%	75.0%	8.3%	83.3%
Z	0	0	10	10	0	0	0	10	0	10	0	0	0.0%	0.0%	100.0%	100.0%
AA	7	0	8	15	7	8	15	8	8	8	0	6	100.0%	75.0%	0.0%	75.0%
BB	217	0	8	225	217	8	225	8	8	4	0	3	100.0%	75.0%	0.0%	37.5%
CC	10	0	7	17	10	7	17	7	7	7	0	5	100.0%	71.4%	0.0%	71.4%
DD	4	0	4	8	4	4	8	4	4	3	0	2	100.0%	66.7%	0.0%	50.0%
EE	136	0	4	140	136	3	139	4	3	1	3	2	75.0%	50.0%	25.0%	75.0%
FF	0	0	3	3	0	1	1	3	1	2	0	0	33.3%	0.0%	100.0%	66.7%
GG	12	0	3	15	12	3	15	3	3	3	0	2	100.0%	66.7%	0.0%	66.7%
HH	322	0	3	325	322	3	325	3	3	3	0	1	100.0%	66.7%	0.0%	66.7%
II	1302	0	2	1304	1302	2	1304	2	2	2	0	1	100.0%	50.0%	0.0%	50.0%
JJ	12	0	1	13	12	1	13	1	1	1	0	0	100.0%	0.0%	0.0%	0.0%
KK	53	0	1	54	53	1	54	1	1	1	0	1	100.0%	0.0%	0.0%	0.0%
LL	330	0	1	331	330	1	331	1	1	1	0	0	100.0%	0.0%	0.0%	0.0%
TOTALS	18282	3968	19438	41688	18282	7963	26245	23406	7963	22689	15443	6253	34.0%	27.6%	68.1%	92.7%

1-1000

PERCENT REJECTED SERVICE REQUESTS AND PERCENT FLOW THROUGH SERVICE REQUESTS COMBINED REPORTS  
Month to Date Reporting Period 12/01/97 to 12/29/97

Company	METHOD OF RECEIPT			PROCESSING					TOTAL SOER Error	CLEC SOER Errors	BST SOER Errors	% Initial (LEO) Rejects	% Data (LESOG) Rejects	"Raw" Flowthrough	"Adjusted" Flowthrough
	FAX or MAIL	EDI	LENS	Total LSRs	Manual Processed Orders	Manual Process Errors	Total Manual	Total Mech							

NOTES:

METHOD OF RECEIPT - indicates method original order was received from CLEC

PROCESSING

Manual Processed Orders - indicates orders received from the CLEC as paper LSRs, process by the LCSC

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BST SOER errors - portion of TOTAL SOER errors due to BST software errors

% Initial (LEO) rejects = LEO FIOU / (Total Mech)

% Data (LESOG) rejects = CLEC SOER Errors / LESOG Elig

"Raw" Flowthrough = LESOG FIOU / LESOG Elig

"Adjusted" flowthrough - projected flowthrough if CLEC orders if CLEC errors are removed

[NOTE: Adjusted flowthrough is defined as (LESOG FIOU + CLEC SOER errors)/(LESOG Elig)]

Month to Date  
Reporting Period 11/01/97 to 11/30/97Month to Date Reporting Period 11/01/97 to 11/30/97

COMPANY	METHOD OF RECEIPT				PROCESSING										TOTAL SOER Errors	CLEC SOER Errors	BST SOER Errors	Adjusted Flowthrough
	FAXED LSR	MECHANIZED		TOTAL LSR	Manual Processed Orders	Manual Processed Errors	Total Manual	Total Mech	LEO FIOut	LESOG Eligible	LESOG Flow-Thru							
		EDI	WEB															
MM	13		3	16	13	3	16	3	3	2	0	2	1	1	50.0%			
NN	92		2	94	92	2	94	2	2	2	0	2	1	1	50.0%			
OO	161		2	163	161	2	163	2	2	2	0	2	1	1	50.0%			
PP	327		1	328	327	1	328	1	1	1	0	1	0	1	0.0%			
QQ	709		1	710	709	0	709	1	0	1	1	0	0	0	100.0%			
RR	0		1	1	0	0	0	0	0	0	1	0.0	0	0	100.0%			
TOTAL	1997	4545	24681	49173	1997	13493	33440	29226	13493	28225	15733	12492.0	10842.0	1650	94.2%			

NOTES:  
 METHOD OF RECEIPT - indicates method original order was received from CLEC

#### PROCESSING

Manual Processed Orders - indicates orders received from the CLEC as paper LSRs, process by the LCSC  
 Manual Process Errors - indicates orders received electronically from the CLEC which had fatal errors and were returned for correction.  
 Total Manual - total of the two items above

Total Mech - Total orders received electronically via EDI or LENS  
 LEO FIOut - Orders which failed the LEO business rule edits (missing or invalid LSR data) and were returned to the CLEC for correction  
 LESOG Elig - All orders (both initial, subsequent, and corrected) which are eligible for mechanized order generation.  
 LESOG FIThr - Orders which successfully generated an error free service orders in SOCS  
 TOTAL SOER Errors - order which failed to generate a service orders due to LESOG or SOER errors  
 CLEC SOER errors - portion of TOTAL SOER errors due to CLEC data errors  
 BST SOER errors - portion of TOTAL SOER errors due to BST software errors  
 Adjusted flowthrough - projected flowthrough of CLEC orders if CLEC errors are removed  
 [NOTE: Adjusted flowthrough is defined as (LESOG FIThr + CLEC SOER errors)/(LESOG Elig)]

BellSouth Telecommunications, Inc.

Kentucky

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# LSR FLOW THRU REPORT

SEPTEMBER

CLEC	ELIGIBLE LSRS	TOTAL ERRORS		ORDER FLOW THRU		CLEC CAUSED INPUT ERRORS *	
		#	%	#	%	ADJ. ERROR VOLUME	ADJUSTED FLOW-THRU
A	201	106	53%	95	47%	143	71%
B	1	0	0%	1	100%	1	100%
C	223	75	34%	148	66%	182	82%
D	1	1	100%	0	0%	0	46%
E	42	34	81%	8	19%	23	56%
F	13	12	92%	1	8%	6	50%
G	10	9	90%	1	10%	5	51%
H	1	1	100%	0	0%	0	46%
I	540	496	92%	44	8%	270	50%
J	175	126	72%	49	28%	106	61%
K	120	82	68%	38	32%	75	63%
L	2	1	50%	1	50%	1	73%
M	5192	2112	41%	3080	59%	4041	78%
N	77	24	31%	53	69%	64	83%
O	7	4	57%	3	43%	5	69%
P	3	2	67%	1	33%	2	64%
Q	23	11	48%	12	52%	17	74%
R	3	3	100%	0	0%	1	46%
S	310	169	55%	141	45%	218	70%
T	10	0	0%	10	100%	10	100%
U	43	31	72%	12	28%	26	61%
V	5	1	20%	4	80%	4	89%
W	3	2	67%	1	33%	2	64%
X	46	37	80%	9	20%	26	56%
Y	9086	6448	71%	2638	29%	5572	61%
Z	9	8	89%	1	11%	5	52%
AA	3	0	0%	3	100%	3	100%
Total	16149	9795	61%	6354	39%	10811	67%

\* Based on Sept. SOER error analysis of the total SOER errors, 45.5% were attributable CLEC input errors.

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Kentucky

EXHIBIT WNS-3

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## LSR FLOW THRU REPORT

AUGUST

CLEC	ELIGIBLE LSRS	TOTAL ERRORS		ORDER FLOW THRU		CLEC CAUSED INPUT ERRORS *	
		#	%	#	%	ADJ. ERROR VOLUME	ADJUSTED FLOW-THRU
A	31	18	58%	13	42%	29	92%
C	20	18	90%	2	10%	18	88%
M	1352	1065	79%	287	21%	1214	90%
N	214	192	90%	22	10%	189	88%
D	122	75	61%	47	39%	112	92%
O	33	33	100%	0	0%	29	87%
E	94	90	96%	4	4%	82	88%
Y	16	16	100%	0	0%	14	87%
F	5061	2937	58%	2124	42%	4679	92%
G	28	22	79%	6	21%	25	90%
P	1	1	100%	0	0%	1	87%
Q	1	1	100%	0	0%	1	87%
R	12	12	100%	0	0%	10	87%
I	1	0	0%	1	100%	1	100%
S	2	2	100%	0	0%	2	87%
T	214	162	76%	52	24%	193	90%
U	46	35	76%	11	24%	41	90%
J	8	2	25%	6	75%	8	97%
V	2	2	100%	0	0%	2	87%
W	7	3	43%	4	57%	7	94%
K	1010	798	79%	212	21%	906	90%
X	2	2	100%	0	0%	2	87%
Total	8277	5486	66%	2791	34%	7564	91%

\* Based on August SOER error analysis, of the total SOER errors,  
87% were attributable CLEC input errors.

## LSR FLOW THRU REPORT

JULY

CLEC	ELIGIBLE LSRS	TOTAL ERRORS		ORDER FLOW THRU		CLEC CAUSED INPUT ERRORS *	
		#	%	#	%	ADJ. ERROR VOLUME	ADJUSTED FLOW-THRU
A	14	14	100%	0	0%	7	50%
B	4	3	75%	1	25%	3	75%
C	5	5	100%	0	0%	3	60%
D	260	211	81%	78	30%	184	71%
E	12	4	33%	0	0%	2	17%
F	1021	619	61%	256	25%	566	55%
G	23	15	65%	7	30%	15	65%
H	1	0	0%	0	0%	0	0%
I	5	5	100%	5	100%	8	160%
J	4	3	75%	2	50%	4	100%
K	56	40	71%	0	0%	20	36%
L	16	10	63%	1	6%	6	38%
Total	1421	929	65%	350	25%	818	58%

\* Based on July SOER error analysis, of the total SOER errors,  
50% were attributable CLEC input errors.



## ERROR TYPES FOR NOVEMBER FLOW-THROUGH TEST

Total CLEC Errors	1297	100.00%
SOER "Order Error"	588	45.34%
RSAG	347	26.75%
Other	128	9.87%
BTN # format	66	5.09%
USOC NOT VALID IN THIS STATE	45	3.47%
0100 CLASS OF SERVICE INVALID	35	2.70%
0999 FEATURE NOT FOUND IN TABLE : SEQ1X		
0999 FREEZE CODE IS INVALID; CHECK PCA FID0999		
MATCH IN CSR SA " AND LSR HOUSENUM '1446' WAS		
NOT FOUND IN DUPLICATE CUSTOMER	33	2.54%
DUPLICATE LSR NOT LOADED	25	1.93%
0167 INTERVAL BETWEEN DATE RECIEVED AND DDD		
EQUALS ZERO : DSAP DID NOT VALDATE DATE,		
PERFORM MANUALLY	16	1.23%
0107 TELEPHONE NUMBER NOT FOUND IN CRIS		
BOE001 REQUESTED TELEPHONE NUMBER NOT		
FOUND POPS	8	0.62%
0158 CFN NOT VALID FORMAT : NO CFN/INTEG		
COMBINATION IN COFFI	6	0.46%

Total BST Errors	250	100.00%
0162 USOC NOT VALID FOR SWITCH TYPE : BCR	77	30.80%
SOER "Order Error"	38	15.20%
0999 ERROR : INSUFFICIENT END USER BILLING INFO	18	7.20%
0184 USOC NOT VALID IN THIS STATE : CREX10999 E	14	5.60%
0999 FEATURE NOT FOUND IN TABLE : 1FR, SEQ1X	13	5.20%
0107 TELEPHONE NUMBER NOT FOUND IN CRIS BOE001	11	4.40%
0100 CLASS OF SERVICE INVALID, NOT MECHANIZED	9	3.60%
Other	70	28.00%

**BELLSOUTH  
OPERATIONAL SUPPORT SYSTEM  
FLOW THROUGH TEST RESULTS**

Jwm - 2B

Exhibit WNS-4b

Page 1 of 2

SUMMARY	11/18/97			11/20/97					
	Raw	Adjustment	Adjusted	Raw	Adjustment	Adjusted	Total		
Total LSRs received	2,086		2,086	1,358		1,358	3,444		
Total Errors	1,166		1,166	707		707	1,873		
CLEC errors	807	84.50%	178	985	82.77%	95	585	1,570	
BST Errors	148	15.50%	33	181	17.23%	20	122	303	
N/A	211		0	115		0	0	0	
LSRs Submitted through:	Percentage	Errors	Percentage	Percentage	Errors	Percentage	Errors	Errors	
WEB	1,717	82.31%	921	53.64%	1,217	89.62%	611	50.21%	1,532
EDI	369	17.69%	245	66.40%	141	10.38%	101	71.63%	346
<b>TOTAL</b>									
Flow Through	A	B	C	D	E	F	G	H	Other Total
LSRs received	461	1	2696	0	47	42	39	80	78 3444
Errors	302	1	1383	0	40	15	33	37	62 1873
Raw Flow Through	159	0	1313	0	7	27	6	43	16 1571
Raw Flow Through%	34.49%	0.00%	48.70%	0.00%	14.89%	64.29%	15.38%	53.75%	20.51% 45.62%
Adjusted CLEC Errors	250	0	1219	0	14	13	19	10	36 1570
CLEC Errors%	82.78%	0.00%	88.14%	0.00%	35.00%	86.67%	57.58%	27.03%	58.06% 83.82%
Adjusted Flow Through	409	0	2532	0	21	40	25	53	52 3141
Adjusted Flow Through%	88.72%	0.00%	93.92%	0.00%	44.68%	95.24%	64.10%	66.25%	66.67% 91.20%
WEB	0	1	2696	0	0	42	39	80	76 2934
EDI	461	0	0	0	47	0	0	0	2 510
<b>N/A allocation calculation.</b>									
CLEC Errors	163	0	1064	0	9	8	18	9	26 1297
BST Errors	34	0	143	0	17	1	13	23	19 250
CLEC Errors%	82.74%	0.00%	88.15%	0.00%	34.62%	88.89%	58.06%	28.13%	57.78% 83.84%
BST Errors%	17.26%	0.00%	11.85%	0.00%	65.38%	11.11%	41.94%	71.88%	42.22% 16.16%
N/A	105	1	176	0	14	6	2	5	17 326
N/A allocated to CLEC	87	0	155	0	5	5	1	1	10 273
Adjusted CLEC Errors	250	0	1219	0	14	13	19	10	36 1570

**BELLSOUTH  
OPERATIONAL SUPPORT SYSTEM  
FLOW THROUGH TEST RESULTS**

JWM-23  
Exhibit WNS-4b  
Page 2 of 2

11/18/97										
Flow Through	A	B	C	D	E	F	G	H	Other	Total
LSRs received	351	1	1610	0	18	21	25	24	36	2086
Errors	232	1	857	0	13	9	22	4	28	1166
Raw Flow Through	119	0	753	0	5	12	3	20	8	920
Raw Flow Through%	33.90%	0.00%	46.77%	0.00%	27.78%	57.14%	12.00%	83.33%	22.22%	44.10%
Adjusted CLEC Errors	185	0	760	0	3	6	8	4	9	985
CLEC Errors%	79.74%	0.00%	88.68%	0.00%	23.08%	66.67%	36.36%	100.00%	32.14%	84.48%
Adjusted Flow Through	304	0	1513	0	8	18	11	24	17	1905
Adjusted Flow Through%	86.61%	0.00%	93.98%	0.00%	44.44%	85.71%	44.00%	100.00%	47.22%	91.32%
WEB	0	1	1610	0	0	21	25	24	36	1717
EDI	351	0	0	0	18	0	0	0	0	369

**N/A allocation calculation.**

CLEC Errors	113	0	675	0	2	2	7	2	6	807
BST Errors	29	0	86	0	6	1	13	0	13	148
CLEC Errors%	79.58%	0.00%	88.70%	0.00%	25.00%	66.67%	35.00%	100.00%	31.58%	84.50%
BST Errors%	20.42%	0.00%	11.30%	0.00%	75.00%	33.33%	65.00%	0.00%	68.42%	15.50%
N/A	90	1	96	0	5	6	2	2	9	211
N/A allocated to CLEC	72	0	85	0	1	4	1	2	3	178
Adjusted CLEC Errors	185	0	760	0	3	6	8	4	9	985

11/20/97										
Flow Through	A	B	C	D	E	F	G	H	Other	Total
LSRs received	110	0	1086	0	29	21	14	56	42	1358
Errors	70	0	526	0	27	6	11	33	34	707
Raw Flow Through	40	0	560	0	2	15	3	23	8	651
Raw Flow Through%	36.36%	0.00%	51.57%	0.00%	6.90%	71.43%	21.43%	41.07%	19.05%	47.94%
Adjusted CLEC Errors	64	0	459	0	11	6	11	8	26	585
CLEC Errors%	91.43%	0.00%	87.26%	0.00%	40.74%	100.00%	100.00%	24.24%	76.47%	82.74%
Adjusted Flow Through	104	0	1019	0	13	21	14	31	34	1236
Adjusted Flow Through%	94.55%	0.00%	93.83%	0.00%	44.83%	100.00%	100.00%	55.36%	80.95%	91.02%
WEB	0	0	1086	0	0	21	14	56	40	1217
EDI	110	0	0	0	29	0	0	0	2	141

**N/A allocation calculation.**

CLEC Errors	50	0	389	0	7	6	11	7	20	490
BST Errors	5	0	57	0	11	0	0	23	6	102
CLEC Errors%	90.91%	0.00%	87.22%	0.00%	38.89%	100.00%	100.00%	23.33%	76.92%	82.77%
BST Errors%	9.09%	0.00%	12.78%	0.00%	61.11%	0.00%	0.00%	76.67%	23.08%	17.23%
N/A	15	0	80	0	9	0	0	3	8	115
N/A allocated to CLEC	14	0	70	0	4	0	0	1	6	95
Adjusted CLEC Errors	64	0	459	0	11	6	11	8	26	585

NOTES: N/A's are errors that had cleared from the SOCS system before they could be reviewed to determine the cause of the error. These errors will be allocated based on the percentage of CLEC to BellSouth caused errors.

## BELLSOUTH OSS TEST RESULTS AND COMPARISON OF SEPTEMBER TO NOVEMBER

Exhibit WNS-4c

Page 1 of 1

	Nov. 18 & 20			Sep. 3
SUMMARY	Raw	Adjustment	Adjusted	Data
Total LSRs received	3,444		3,444	592
Total Errors	1,873		1,873	393
CLEC errors	1,297	83.84%	273	198
BST Errors	250	16.16%	53	195
N/A	326		0	0
LSRs Submitted through:		Percentage	Errors	Errors %
WEB	2934	85.19%	1,532	52.22% N/A
EDI	510	14.81%	346	67.84% N/A

## November 18 &amp; 20, 1997

Flow Through	A	B	C	D	E	F	G	H	Other	Total
LSRs received	461	1	2696	0	47	42	39	80	78	3444
Errors	302	1	1383	0	40	15	33	37	62	1873
Raw Flow Through	159	0	1313	0	7	27	6	43	16	1571
Raw Flow Through%	34.49%	0.00%	48.70%	0.00%	14.89%	64.29%	15.38%	53.75%	20.51%	45.62%
Adjusted CLEC Errors	250	0	1219	0	14	13	19	10	36	1570
CLEC Errors%	82.78%	0.00%	88.14%	0.00%	35.00%	86.67%	57.58%	27.03%	58.06%	83.82%
Adjusted Flow Through	409	0	2532	0	21	40	25	53	52	3141
Adjusted Flow Through%	88.72%	0.00%	93.92%	0.00%	44.68%	95.24%	64.10%	66.25%	66.67%	91.20%
WEB	0	1	2696	0	0	42	39	80	76	2934
EDI	461	0	0	0	47	0	0	0	2	510

## N/A allocation calculation.

CLEC Errors	163	0	1064	0	9	8	18	9	26	1297
BST Errors	34	0	143	0	17	1	13	23	19	250
CLEC Errors%	82.74%	0.00%	88.15%	0.00%	34.62%	88.89%	58.06%	28.13%	57.78%	83.84%
BST Errors%	17.26%	0.00%	11.85%	0.00%	65.38%	11.11%	41.94%	71.88%	42.22%	16.16%
N/A	105	1	176	0	14	6	2	5	17	326
N/A allocated to CLEC	87	0	155	0	5	5	1	1	10	273
Adjusted CLEC Errors	250	0	1219	0	14	13	19	10	36	1570

NOTES: N/A's are errors that had cleared from the SOCS system before they could be reviewed to determine the cause of the error. These errors will be allocated based on the percentage of CLEC to BellSouth caused errors.

Sep. 3, 1997	A	B	C	Other	Total
LSRs received	259	19	281	33	592
Errors	117	16	229	31	393
Raw Flow Through	142	3	52	2	199
Raw Flow Through%	54.83%	15.79%	18.51%	6.06%	33.61%
Adjusted CLEC Errors	98	7	67	27	199
CLEC Errors%	83.76%	43.75%	29.26%	87.10%	50.64%
Adjusted Flow Through	240	10	119	29	398
Adjusted Flow Through%	92.66%	52.63%	42.35%	87.88%	67.23%
WEB	N/A	N/A	N/A	N/A	N/A
EDI	N/A	N/A	N/A	N/A	N/A
N/A allocation calculation.					
CLEC Errors	98	7	67	27	199
BST Errors	19	9	143	19	190
CLEC Errors%	83.76%	43.75%	29.26%	87.10%	50.64%
BST Errors%	16.24%	56.25%	62.45%	61.29%	48.35%
N/A	0	0	0	0	0
N/A allocated to CLEC	0	0	0	0	0
Adjusted CLEC Errors	98	7	67	27	199

REQUEST: Please admit or deny that BellSouth does not electronically notify competing carriers that an order has been rejected. (See FCC order paragraph 27.)

RESPONSE: BellSouth denies that it does not electronically notify CLECs that orders have been rejected.

REQUEST: If Item 5 is denied:

- (a) Identify the action that BellSouth has taken, since filing the Louisiana application, to correct the deficiency found by the FCC in its order adopted on February 3, 1998 in CC Docket No. 97-231.
- (b) Identify all supporting evidence included in the current filing before the TRA to support the position that this deficiency had been corrected.
- (c) Provide copies of all other studies, reports, memoranda, analysis, etc. in BellSouth's position that supports the position that this deficiency has been corrected.

RESPONSE: (a) BellSouth objects to this request as phrased. Notwithstanding the conclusions of the FCC, BellSouth believes that it has and is providing notification of rejects in substantially the same time and manner as it does for itself. A BellSouth representative who inputs an order in RNS, DOE, or SONGS never knows if his or her orders are rejected. BellSouth's rejected retail orders are handled by employees in BellSouth's Trouble Resolution and Error Correction Centers. Likewise, CLECs' rejected retail orders are handled by employees at the Local Carrier Service Centers (LCSCs). They attempt to correct the orders, but if they are unable to do so, they notify the customers (the CLECs) via mechanized fax, so that the CLEC can obtain the correct information from their end user customers. The CLECs have requested that notification of rejected orders be delivered to them via EDI, and BellSouth began implementing electronic notification in November, 1997, as described below.

RESPONSE (cont'd):

There currently are no industry standards for providing electronic reject or error notifications. BellSouth's current EDI implementation complies with the national standards established by the industry's Ordering and Billing Forum in TCIF version 6.0. However, neither this version -- nor version 7.0, which is scheduled to be implemented on March 16, 1998 -- provides standards for returning information to the CLEC for orders rejected because of errors detected by LEO, LESOG, or SOCS. Despite the lack of industry standards, BellSouth has already developed and implemented the first of a two-stage process to provide error rejects electronically. This mechanism returns an error code and an explanation of the error to CLECs using the EDI interface. This initial stage of this automated reject capability, which was tested with MCI, became operational in November, 1997. This stage contains 68 percent of the total electronic rejects to be implemented. The remaining error types are being addressed in the second phase of this implementation. To facilitate this development in the absence of industry standards, BellSouth hosted a conference on October 30 and 31, 1997 for all CLECs using EDI. This conference was necessary because of the nature of EDI, which requires complementary programming on both BellSouth's and the CLECs' sides of the EDI interface. The CLECs and BellSouth agreed on the specifications required for the remaining capability which all parties would implement on their respective sides of the EDI interface. The second phase of the reject capability implementation is currently scheduled to be operational on March 16, 1998. Until the second phase is implemented, rejects not included in the 68 percent of error types currently handled by EDI are routed to the Local Carrier Service Center, where they can be corrected by the LCSC or faxed to the CLECs if necessary. BellSouth, of course, will implement national standards for rejects when they are established.

RESPONSE (cont'd):

(b) BellSouth objects to this request as phrased. BellSouth believes there are no deficiencies in the delivery of the notification of rejected orders. Subject to this objection, evidence supporting the information provided above in 6(a) may be found in the Affidavit of William Stacy (on OSS), Exhibit WNS-33 and Exhibit WNS-49, the "LEO User Requirements for 'Rejects' including Fatal Errors and Clarifications" document.

(c) BellSouth objects to this request as phrased. BellSouth believes there are no deficiencies in the delivery of the notification of rejected orders. Subject to this objection, please see the documents listed in 6(b), which have already been served and were filed at the TRA.



REQUEST: Please admit or deny the following:

- (a) BellSouth has not corrected the deficiencies concerning its failure to provide competitors with information about the status of their orders in substantially the same time and manner as it provides such order status to itself. (See FCC order paragraphs 30 through 40.)

RESPONSE: BellSouth objects to this request as phrased. Subject to this objection, BellSouth denies that it fails to provide competitors with information about the status of their orders in substantially the same time and manner as it provides for itself, where there are retail analogs.

- REQUEST:
- (a) If Item 6 is denied, identify the corrective action taken by BellSouth, since the filing of the Louisiana application, to correct the deficiency.
  - (b) Identify all supporting documentation or other evidence included in the current filing before the TRA that supports the position that this deficiency has been corrected.

- RESPONSE:
- (a) BellSouth objects to this request as phrased. BellSouth does not believe there are any deficiencies. Subject to this objection, BellSouth has and does provide CLECs with mechanized firm order confirmations (FOCs), but it **does not** have a corresponding process for its own retail operations. An FOC is the CLEC's assurance that its order has successfully passed through the various edits and formatting checks in LEO, LESOG, and SOCs, and that the order is pending in SOCS. A completion notice (CN) is provided to a CLEC after a service order has been posted as "complete" in SOCS. BellSouth **does not** have a corresponding process for itself. For information regarding rejection and jeopardy notification, please see BellSouth's responses to Data Requests nos. 5, 6 (First), 10, and 11. Also see BellSouth's responses to nos. 8, 9, 12, and 13.
  - (b) BellSouth objects to this request as phrased. BellSouth does not believe there are any deficiencies. Subject to this objection, please see the Direct Testimony of Gloria Calhoun and the Affidavit of William Stacy (OSS). Also see the Direct Testimony of Jerry Moore and the Affidavit of William Stacy (Performance Measures).

- REQUEST:
- (a) For each month of 1997 and year to date through the most recent completed month identify:
    - (i) the average time required by BellSouth to notify its retail operation of an error and provide a rejection notice,
    - (ii) the average time required by BellSouth to notify competitors error and provide a rejection notice,
  - (b) Provide copies of all workpapers, studies, analysis, reports, and other documents in BellSouth's position that supports BellSouth's response to 8 (a)(i) & (ii).

RESPONSE: BellSouth does not track this requested interval for itself or its competitors. Rather, BellSouth captures the data to calculate the volume and percentage of rejected orders. These volume and percentage data are provided to individual CLECS as appropriate under existing interconnect agreements.

- REQUEST:
- (a) For each month of 1997 and year to date through the most recent completed month identify:
    - (i) the average amount of time between the submission of an order by a competitor and the time that BellSouth provides the competitor firm order confirmation,
    - (ii) the average time required by BellSouth to provide equivalent information to its retail operations.
  - (b) Provide copies of all workpapers, studies, analysis, reports, and other documents in BellSouth's possession that supports the data provided in response to 9 (a)(i) & (ii).

- RESPONSE:
- (a) (i) BellSouth does not currently track this information. However, BellSouth has a new measurement "Total Service Request Cycle Time" under development, which will satisfy future requests for this type of data.
  - (a)(ii) BellSouth does not have an equivalent firm order confirmation (FOC) process or measurement for its retail operations.
  - (b) See responses to 9(a)(i) and 9(a)(ii).

BellSouth Telecommunications, Inc.  
TRA Docket 97-00309  
CAD's First Data Requests  
Item No. 10  
Page 1 of 1

**REQUEST:** Admit or deny that BellSouth is not providing order jeopardy notices to competing carriers for delays that BellSouth causes. (See paragraph 39 of February 3, 1998 FCC order in CC Docket No. 97-231.)

**RESPONSE:** BellSouth objects to this request as phrased. Subject to this objection, BellSouth affirmatively asserts that it is providing jeopardies notification to CLECs for delays caused by BellSouth.

REQUEST: If Item 10 is denied:

- (a) identify all action taken by BellSouth, since the filing of the Louisiana application, to correct the deficiency.
- (b) identify all evidence in the current filing before the TRA that supports the position that BellSouth is providing order jeopardy notices to competing carriers for delays that BellSouth causes, and,
- (c) provide all other analysis, reports, studies, documents, etc. in BellSouth's position that support the position that these such order jeopardy notices have been and are being provided when the delay is caused by BellSouth.

RESPONSE: (a) BellSouth objects to this request as phrased. Notwithstanding the assessment of the FCC, BellSouth has always provided and continues to provide notification to CLECs of jeopardies caused by BellSouth ("service jeopardies"), as well as jeopardies caused by customers.

Once an order is pending in the Service Order Control System (SOCS), certain situations can arise that result in a "jeopardy" condition. A jeopardy occurs when it appears that the previously established due date for the order may not or will not be met. Jeopardy notifications, often called "jeopardies," therefore advise CLECs when an order is not expected to be completed by the due date. BellSouth currently notifies CLECs of service jeopardies primarily by telephone, and less frequently, by facsimile, which is in substantially the same time and manner as it does for itself.

(b) Please see the Affidavit of William Stacy (OSS) and volume 1 of Exhibit WNS-45 9 (under the "Jeopardy" tab) filed at the TRA.

(c) None.

REQUEST: For each month of 1997 and year to date through the most recent completed month provide:

- (a) The average time interval from when BellSouth first receives an order from a competing carrier to when BellSouth installs the service.
- (b) The average time interval from when BellSouth first receives an order from a retail customer to when BellSouth installs the service.
- (c) Identify all supporting documents in the current filing before the TRA that the information provided in response to 12 (a) & (b).
- (d) Provide copies of all workpapers, studies, analysis, reports, and other documents in BellSouth's possession that supports the data provided in response to 12 (a) & (b).

RESPONSE: 12 (a) (b) (d) Please refer to the testimony of Jerry W. Moore filed with this docket, see exhibits JWM 5, 5a.

12 (c) Please refer to the affidavit of William N. Stacy (pages 11-19) with the TRA in this docket and the testimony of Jerry Moore (pages 7-20), which describes in detail BellSouth's efforts to provide the performance measurements required to provide the CLECs and the TRA with the information necessary to demonstrate parity.

REQUEST: For each month of 1997 and year to date through the most recent completed month identify:

- (a) The average interval from the time that an order is received from a competing carrier until the due date.
- (b) The average interval from the time that BellSouth takes an order for a retail customer until the due date.
- (c) Identify all supporting documents in the current filing before the TRA that the information provided in response to 13 (a) & (b).
- (d) Provide copies of all workpapers, studies, analysis, reports, and other documents in BellSouth's possession that supports the data provided in response to 13 (a) & (b).

RESPONSE: BellSouth does not measure or report on this type of information.



**REQUEST:** Please admit or deny that BellSouth does not integrate the LENS and the EDI ordering system for competing carrier.

**RESPONSE:** BellSouth admits that it does not integrate the LENS pre-ordering and the EDI ordering interfaces for CLECs.

**REQUEST:** If BellSouth denies Item 14, identify the action that BellSouth has taken, since the filing of the Louisiana application, to integrate the LENS and the EDI ordering system for competing carrier.

**RESPONSE:** In response to Item no. 14, BellSouth admitted that it does not integrate the LENS pre-ordering and the EDI ordering interfaces for CLECs. Integration of the pre-ordering and ordering interfaces is the responsibility of each CLEC, if it desires integration; it is not BellSouth's responsibility. However, since the time of the Louisiana filing, an updated CGI specification for LENS has been made available to interested CLECs. The EC-LITE machine-to-machine pre-ordering interface, which may also be integrated with EDI, became available on December 31, 1997.

The information contained herein is proprietary and will be submitted under separate cover subject to the terms of a protective order.

REQUEST: Please admit or deny that BellSouth does not provide competing carriers with the technical specifications necessary to integrate BellSouth's pre-ordering interface with competing carrier's operational support system and the EDI ordering interface.

RESPONSE: BellSouth denies that it does not provide CLECs with the technical specifications necessary to integrate LENS with EDI and/or a CLEC's own OSS.

**REQUEST:** If BellSouth denies Item 17, identify the action that BellSouth has taken, since the filing of the Louisiana application, to provide competing carriers with the technical specifications necessary to integrate pre-ordering interface with competing carrier's operational support system and the EDI ordering interface.

**RESPONSE:** As stated in response to Item no. 15, since the time of the Louisiana filing, an updated CGI specification for has been made available for interested CLECs. The previous edition of the specification, which CLECs could have used as a starting point, was provided by BellSouth to interested CLECs during the summer of 1997 and was produced during the Florida 271 proceedings. Rather than integrating LENS, CLECs may choose to use EC-LITE, the machine-to-machine pre-ordering interface which became available on December 31, 1997.

REQUEST: (a) If BellSouth denies Item 17, identify all documentation and other evidence in the current filing before the TRA that supports BellSouth's position that it does provide competing carriers with the technical specifications necessary to integrate BellSouth's pre-ordering interface with competing carrier's operational support system and the EDI ordering interface.

(b) If BellSouth denies Item 17, provide copies of all other documentation in BellSouth's possession that support the position that BellSouth does provide competing carriers with the technical specifications necessary to integrate BellSouth's pre-ordering interface with competing carrier's operational support system and the EDI ordering interface.

RESPONSE: (a) Please see the Direct Testimony of Gloria Calhoun and the Affidavit of William Stacy (OSS).

(b) See attachment to Item 16 (b).

**REQUEST:** If BellSouth denies Item 17, identify the action that BellSouth has taken to provide competing carriers with the technical specifications necessary to integrate BellSouth's pre-ordering interface with competing carrier's operational support system and the EDI ordering interface, since it filed its Louisiana application.

**RESPONSE:** Please see BellSouth response to Item no. 18.

REQUEST: For each BellSouth exchange in Tennessee identify:

- (a) The current number of residential access lines that BellSouth knows are being served by a competitive local exchange carrier using:
  - (i) facilities owned by that carrier, (identify the number of lines being served by each competitive service provider)
  - (ii) using unbundled network elements purchased from BellSouth, (identify the number of lines being served by each competitive service provider), and
  - (iii) resale of BellSouth services (identify the number of lines being served by each competitive service provider).
- (b) The current number of single line business access lines that BellSouth knows are being served by a competitive local exchange carrier using:
  - (i) facilities owned by that carrier (identify the number of lines being served by each competitive service provider),
  - (ii) using unbundled network elements purchased by BellSouth (identify the number of lines being served by each competitive service provider) and
  - (iii) resale of BellSouth services (identify the number of lines being served by each competitive service provider).

As used in this item, competitive local exchange carrier do not include PCS carriers.



RESPONSE: (a)(i) -(ii) BST does not possess sufficient information to allow it to determine the exact number and class of service of access lines provided by wireless and wireline CLECs utilizing their own facilities. However, using current billing information available to BST for such items as unbundled loops , ported numbers, and resold services , BST can estimate the approximate number and class of service of access lines currently provided by wireline CLECs in Tennessee. This billing information does not allow BST to provide such estimates by individual BST exchange at this time.

BST is not aware of any wireline CLEC currently providing residential local exchange services over its own facilities in Tennessee.

(a) (iii) Confidential Attachment A to this response provides the estimated number of resold residential access lines by each wireline Tennessee CLEC as of January 31, 1998.

(b) (i) As previously noted BST does not possess sufficient information to allow it to determine the exact number and class of service of access lines provided by CLECs utilizing their own facilities. BST estimates of the number of wireline facility-based business access lines in service as of January 31, 1998 are included in Confidential Attachment A provided as part of our response to Item 21(a)(iii) above. The facility-based business access line totals provided represent an estimate of all in service wireline business access lines provided by CLECs. BST is unable to distinguish between single line accounts and multi-line accounts in developing these estimated counts.

RESPONSE (cont'd):

(b)(ii) BST estimates of the number of wireline facility-based business access lines utilizing UNEs provided by BST service as of January 31, 1998 are included in Confidential Attachment A provided as part of our response to Item 21(a)(iii) above. The facility-based business access line totals provided represent an estimate of all in service wireline business access lines provided by CLECs. BST is unable to distinguish between single line accounts and multi-line accounts in developing these estimated counts.

(b)(iii) Confidential Attachment A provided as part of our response to Item 21(a)(iii) provides the estimated number of resold business access lines provided by each Tennessee wireline CLEC which were in-service as of January 31, 1998. BST is unable to distinguish between single line accounts and multi-line accounts in developing these counts.

**Wireline CLEC Activity in Tennessee  
(Estimated as of 1/31/98)**

BellSouth Telecommunications, Inc.  
TN Docket 97-00309  
CAD's 1st Data Requests  
Item 21  
Attachment

CLEC Name	Resale		Facility-based Residential		Facility-based Business		Facility-based Business		Access	
	Residential	Business	Residential	Business	Residential	Business	Access	Business	Line	Business
	Access Lines	Access Lines	Access Lines	Access Lines (No UNES)	Access Lines (w/UNES)	Access Lines	Access Lines	Access Lines	Total By CLEC	Ported Numbers
ACSI		388							388	
Annox	1410	3							1413	
Brooks Fiber		1349		1077		445			2871	1295
Citizens Telecom		23							23	
Comm South	4104								4104	
Easy Phone	24								24	
Hyperion				26					26	9
ICG		275		1615					1890	1235
ICI	3	151							154	
InterLink	149	2							151	
Jerry La Quiere		130							130	
LCI International		227							227	
MCI Metro	56	21		9620					9697	7933
NextLink		450		1113		3388			4951	3406
Sterling International	188								188	
TCG				35					35	12
Tel-Link	7157	1							7158	
Tele-Sys, Inc.	105	575							680	
Tennessee Phone Service	118	3							121	
Time Warner				261					261	118
US Dialtone	543								543	
									0	
<b>Total By Type/Class</b>	<b>13857</b>	<b>3598</b>	<b>0</b>	<b>13747</b>	<b>3833</b>	<b>35035</b>	<b>14008</b>			
<b>NOTE:</b>										
Resale Test Orders (Fewer than 10 lines of each class)										
Have been placed by AT&T, Cellular Holding,										
Now Communications, US Telco, DeltaCom,										
and Sprint. These have not been included due										
to BST's belief that these CLECs were not commercially										
active in Tennessee as of 1/31/98.										

**REQUEST:** Please explain how BellSouth knows the number of lines being served by competitive local exchange carriers. Provide all supporting documentation.

**RESPONSE:** BST does not possess sufficient information to allow it to determine the exact number and class of service of access lines provided by wireless and wireline CLECs utilizing their own facilities. Current billing information available to BST for such items as unbundled loops , ported numbers, and resold services can be used to estimate the approximate number and class of service of access lines currently provided by wireline CLECs in Tennessee. This information in combination with additional BST data such as CLEC directory listing requests and BST market research information is useful in formulating the estimates of CLEC provided lines included in BST's response to this data request. This BST internal information is validated, where possible, against third party research studies and against available public information which may be obtained from CLEC regulatory filings, CLEC financial filings, and CLEC press releases.

REQUEST: For each BellSouth exchange in Tennessee identify the current:

- (a) number of residential customers that have discontinued land line service and replaced it with PCS service (identify the number of lines being served by each PCS provider)
- (b) number of business customers that have discontinued land line service and replaced it with PCS service (identify the number of lines being served by each competitive service provider).

RESPONSE: BST does not have specific Tennessee market research information to allow it to formulate estimates of wireline losses to PCS providers at this time.

REQUEST: Please explain how BellSouth knows the number of former BellSouth land line customers are being served by PCS service providers. Provide all supporting documentation.

RESPONSE: BST does not have specific Tennessee market research information to allow it to formulate estimates of wireline losses to PCS providers at this time.

REQUEST: For each BellSouth exchange in Tennessee identify:

- (a) The current number of residential access lines that BellSouth does not know but believes are being served by a competitive local exchange carrier using:
  - (i) facilities owned by that carrier, (identify the number of lines being served by each competitive service provider)
  - (ii) using unbundled network elements purchased from BellSouth, (identify the number of lines being served by each competitive service provider), and
  - (iii) resale of BellSouth services (identify the number of lines being served by each competitive service provider).
- (b) The current number of single line business access lines that BellSouth does not know but believes are being served by a competitive local exchange carrier using:
  - (i) facilities owned by that carrier (identify the number of lines being served by each competitive service provider),
  - (ii) using unbundled network elements purchase from BellSouth (identify the number of lines being served by each competitive service provider), and
  - (iii) resale of BellSouth services (identify the number of lines being served by each competitive service provider).

As used in this item competitive local exchange carrier do not include PCS carriers.

**RESPONSE:** Confidential Attachment A provided as part of our response to Item 21(a)(iii) provides estimates of the number of access lines provided by each Tennessee wireline CLEC as of January 31, 1998. BST is unable to distinguish between single line accounts and multi-line accounts in developing these counts and is unable to provide this information on an exchange basis.



REQUEST: Please explain the basis for BellSouth's belief that the number of access lines identified in Item 25 are being served by competitive local exchange carriers. Provide all supporting documentation.

RESPONSE: Please see BellSouth's response to Item No. 22 above.

REQUEST: For each BellSouth exchange in Tennessee identify:

- (a) The current number of telephone numbers for which BellSouth is currently providing number portability.
  - (i) Residential (Identify the number of lines by competitive carrier.)
  - (ii) Single Line Business (Identify the number of lines by competitive carrier.)
  - (iii) Multi-line Business (Identify the number of lines by competitive carrier.)

RESPONSE: See Confidential Attachment A provided as part of our response to Item 21(a)(iii).

REQUEST: For each month of 1997 and year to date through the most recently completed month identify:

- (i) BellSouth's net increase in the number of residential access lines in Tennessee.
- (ii) BellSouth's net increase in the number of BellSouth single line business access lines in Tennessee.
- (iii) BellSouth's net increase in the number of BellSouth multi-line business access lines in Tennessee.

RESPONSE: The requested information contains proprietary information. However, BellSouth will make the information available to the parties of record that have properly executed a protective agreement in this docket.

REQUEST: For each month of 1997 and year to date through the most recently completed month identify:

- (i) The net increase in the number of residential access lines in Tennessee that BellSouth believes are served by competitive local exchange carriers. (Provide supporting documentation.)
- (ii) The net increase in the number of single line business access lines in Tennessee that BellSouth believes are served by competitive local exchange carriers. (Provide supporting documentation.)
- (iii) The net increase in the number multi-lines business access lines in Tennessee that BellSouth believes are served by competitive local exchange carriers. (Provide supporting documentation.)

RESPONSE: Exhibit A is provided as an attachment to BST's response to this item. BST cannot distinguish between CLEC single line and multi-line accounts.

# TENNESSEE WIRELINE CLEC ACCESS LINES (ESTIMATED)

BellSouth Telecommunications, Inc.  
TN Docket 97-00309  
CAD's 1st Data Requests  
Item 29  
Attachment

Month/Year	Business Resale Access Lines	Business Facility-based Access Lines	Business		Net Business Increase per Month	Residential Resale Access Lines	Residential Facility-based Access Lines	Residential		Net Residential Increase per Month
			Cumulative Monthly Total	Monthly Total				Cumulative Monthly Total	Monthly Total	
Jan-97	171	720	891			188	0	188		
Feb-97	289	751	1040	149		301	0	301		113
Mar-97	368	997	1365	325		467	0	467		166
Apr-97	445	1141	1586	221		743	0	743		276
May-97	560	1592	2152	566		998	0	998		255
Jun-97	1693	2776	4469	2317		1684	0	1684		686
Jul-97	1789	3443	5232	763		2211	0	2211		527
Aug-97	2370	5367	7737	2505		2859	0	2859		648
Sep-97	2388	7237	9625	1888		3903	0	3903		1044
Oct-97	2828	11202	14030	4405		5420	0	5420		1517
Nov-97	3137	12732	15869	1839		8876	0	8876		3456
Dec-97	3266	14953	18219	2350		11168	0	11168		2292
Jan-98	3619	17580	21199	2980		13888	0	13888		2720

REQUEST: If BellSouth is allowed entry into the InterLATA market in Tennessee:

- (a) Identify the rates that it proposes to charge for MTS traffic.
- (b) Identify the estimated amount that BellSouth's average long distance rates would fall below or above the current average charged by AT&T, MCI & Sprint. (Provide supporting documentation.)
- (c) Identify the estimated:
  - (i) Reduction or increase in the average Tennessee residential customer's intrastate monthly long distance bill. (Provide detailed workpapers.)
  - (ii) Reduction or increase in the average Tennessee business customer's intrastate long distance bill. (Provide detailed workpapers.)

RESPONSE: (a) See the attached proposed tariff.

(b) The rates when filed were designed to be 5% less than AT&T's basic MTS rates. Over time, the average market rate is expected to decline as all competitors attempt to attract customers' business. See answer to (c) below. Because competitors are likely to "leap frog" each other with more attractive prices or service features, it is a practical impossibility to estimate average rate differences over time.

RESPONSE (cont'd):

- (c) Mr. Raimondi estimates that BellSouth entry will cause prices to fall an additional 5% per year over the first five years after entry for a total 25% reduction over five years. His forecast does not disaggregate residence and business rates. See Raimondi testimony, Exhibit 1. Dr. Taylor estimates that interLATA rates in Tennessee will fall by 25% on average. His assumptions concerning residence and business rates are explained in his testimony. See Taylor testimony, pp. 19-27.

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**BELLSOUTH LONG DISTANCE, INC.**

BellSouth Telecommunications, Inc.  
TN Docket 97-00309  
CAD's 1<sup>st</sup> Data Requests  
Item 30  
Attachment 1

**RESALE INTEREXCHANGE TELECOMMUNICATIONS  
SERVICE TARIFF**

This tariff contains the regulations, rates and charges applicable to the provision of interexchange telecommunications services by BellSouth Long Distance, Inc. for the use of Customers transmitting messages within the State of Tennessee, subject to the jurisdiction of the Tennessee Regulatory Authority ("TRA").

This tariff is available for public inspection during normal business hours at the main office of BellSouth Long Distance, Inc., located at 32 Perimeter Center East, Atlanta, Georgia 30346.

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Issued:

William F. Reddersen, President  
BellSouth Long Distance, Inc.  
32 Perimeter Center East  
Atlanta, Georgia 30346

Effective:



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**CHECK SHEET**

The pages of this tariff as listed below are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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2	Original	28	Original
3	Original	30	Original
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9	Original	36	Original
10	Original	37	Original
11	Original	38	Original
12	Original	39	Original
13	Original	40	Original
14	Original	41	Original
15	Original	42	Original
16	Original	43	Original
17	Original	44	Original
18	Original	45	Original
19	Original	46	Original
20	Original	47	Original
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		

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Atlanta, Georgia 30346

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

**Access Line** - A facility arrangement which connects Customer's or Authorized User's location to the Company's network switching center.

**Account Code** - A series of digits entered by the Customer to associate a call with a particular department, cost center, or client. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by the Customer.

**Aggregator** - The person, firm, corporation or entity, other than a certified telecommunications company that, in the ordinary course of its operations, provides telecommunications service to end users other than its subscribers. The Aggregator is responsible for compliance with applicable terms of the Company's tariff.

**Authorization Code** - A numerical code, one or more of which are available to Customers to enable them to access the Company's network, and which are used by the Company both to prevent unauthorized access to its facilities and to identify Customers for billing purposes.

**Authorized User** - A person, firm, corporation or other entity which is authorized by the Customer to use the Company's Service under the terms and regulations of this tariff.

**BSLD** - BellSouth Long Distance, Inc.

**Business Customer** - For the purposes of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's Service is for business purposes. A Business Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a business class of service by the local service provider.

**Carrier** - BellSouth Long Distance, Inc.

**Casual Calling**- Access to the Company's network and the subsequent use of Service by an End User Customer through the dialing of an access code in the format of 10XXX or 101XXXX, where the three (3) digits or the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to the Company.

**Collect** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept responsibility for the charges.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)**

**Company** - BellSouth Long Distance, Inc.

**Consumer** - A natural person or legal entity which initiates any telephone call using operator services.

**Conversation Minutes** - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

**Customer** - The natural person or legal entity which orders Service and is therefore responsible for the payment of charges due as a result of using the Service and for compliance with the Company's tariff. The Customer may be a certified reseller of telecommunications services who, under the terms of a Service Agreement, orders or uses Service and is therefore responsible for the payment of charges due and for compliance with the Company's tariff regulations. The Customer may be an End User when placing a Casual Call, or a Consumer when placing a call through the use of Operator Services. A Customer may also be the natural person or legal entity which accepts the charges on a collect or third party call.

**Customer Dialed Calling Card** - A live or mechanized operator service whereby the Customer dials all of the digits necessary to route and bill a call to a non-Company issued calling card.

**Dedicated Access** - A method of reaching the Company's Services whereby the Subscriber is connected directly to the Company's access point without utilizing the services of the local switched network.

**End User** - The natural person or legal entity which either; (1) orders service through a certified Reseller Customer, or (2) uses the Company's Casual Calling service directly as a Customer through dialing the Company's designated access code or other access number

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)**

**Equal Access** - A form of dialed access provided by local exchange companies whereby telephone calls dialed by the Customer are automatically routed to the Company's network. Customers may also route calls to the Company's network by dialing an access code provided by the Company.

**LATA** - A geographic area existing on February 8, 1996, as previously established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or established by a Bell operating company after February 8, 1996, and approved by the FCC.

**Operator Dialed Surcharge** - A charge which applies to operator assisted calls in addition to any other applicable service charge when the caller has the capability of dialing the destination number.

**Operator Station** - A Service whereby the originating Customer uses the assistance of a live or mechanized operator to place or bill a call to a particular destination. Calls may be billed Collect, to a non-Company issued calling card, to an authorized commercial credit card, to the originating line, or to a Third Party. This category does not include calls placed on a Person-to-Person basis.

**Originating Switched Access** - Where the originating portion of the call uses local exchange telephone company provided Feature Group A, B, C or D circuits.

**Person-to-Person** - A Service whereby the person originating the call specifies to the Company operator a particular party or extension to be reached. The party may be an individual person, a particular mobile station, or a particular station, room, department or office through a PBX attendant. Calls may be billed Collect, to a non-Company issued calling card, to an authorized commercial credit card, to the originating line, or to a Third Party. Person-to-Person is also available with the Company's Travel Card Services.

**Premises** - A building or buildings on contiguous property.

**Residential Customer** - For the purposes of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's Service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's Service using a presubscribed Access Line that has been assigned a residential class of service by the local service provider.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)**

**Service** - Any or all Service(s) provided by Company to Customer(s) pursuant to this tariff.

**Service Area** - The geographic area in which the Customer may access and use Service.

**Special Access** - See Dedicated Access.

**Subscriber** - The person, firm, Customer, corporation or other entity that arranges for the Company to provide, discontinue or rearrange telecommunications Services on behalf of itself or others under the provisions and terms of this tariff.

**Switched Access** - A method for reaching the Company through the local switched network whereby the Customer uses standard business or residential local lines.

**Telecommunications Device for the Deaf (TDD)** - A machine that uses the transmission of coded signals instead of verbal communications to enable hearing impaired End Users to communicate with each other and with non-hearing impaired individuals.

**Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different than the calling number and the called number.

**TRA** - The Tennessee Regulatory Authority.

**Travel Card** - A proprietary calling card offered by Company which is accessed by dialing a Company-provided access number.

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BellSouth Long Distance, Inc.  
32 Perimeter Center East  
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**SECTION 2 - REGULATIONS****2.1 Undertaking of the Company**

Service is offered to Residential and Business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating within the State of Tennessee. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All Services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

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**SECTION 2 - REGULATIONS (Continued)****2.2 Limitations on Service**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.
- 2.2.2** Company reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer or an Authorized User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.
- 2.2.3** Service provided under this tariff is directly controlled by Company, and Customer may not transfer or assign the use of Service, except with the prior written consent of Company. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4** Customer may, where applicable, request Company to assign one or more sub-accounts for billing purposes and to direct sub-account invoices to affiliates of Customer or other designated entities for payment purposes. Such requests shall not affect the liability of Customer, who shall remain solely liable to Company for payment of all invoices for Service requested and obtained by Customer, whether invoiced by Company to Customer, its affiliates, or other designated entities.
- 2.2.5** Service may not be used for any unlawful purpose.
- 2.2.6** [RESERVED]
- 2.2.7** Service is offered subject to the limitations contained in 47 U.S.C. Section 271 until such time as the Company may be relieved of such limitations. This subsection shall not apply to Service when the Company is relieved of the referenced limitations.

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Atlanta, Georgia 30346

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**SECTION 2 - REGULATIONS (Continued)**

- 2.2.8** The rates, terms and conditions contained in the original pages (and, unless specifically noted otherwise, any revised pages submitted prior to relief from the limitations of 47 U.S.C. Section 271) are established to comply with TRA requirements and permit certification of the Company. Because the date of relief from the limitations referenced in 2.2.7 is uncertain, the Company is not submitting at this date the details of offers it may make to customers when it has authority to offer in-region interLATA services (as defined in 47 U.S.C. Section 271) in Tennessee, and the rates, terms and conditions effective until such relief are not necessarily evidence of offers that may be made. Such offers will be made in accordance with TRA requirements when the Company can compete for customers' in-region interLATA business in Tennessee.

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BellSouth Long Distance, Inc.  
32 Perimeter Center East  
Atlanta, Georgia 30346

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**SECTION 2 - REGULATIONS (Continued)**

**2.3 Limitations on Liabilities**

- 2.3.1** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.14.
- 2.3.2** Except for the extension of allowances to the Customer for interruptions in Service as set forth in this tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- 2.3.3** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 - REGULATIONS (Continued)**

**2.3 Limitations on Liabilities, Continued**

**2.3.4** The Company shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services provided by the Company; or (c) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's Services;
- D. Libel, slander, invasion of privacy or infringement of trademarks, patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company provided facilities or Services; or by means of the combination of Company provided facilities or Services with Customer provided services;
- E. Breach in the privacy or security of communications transmitted over the Company's Service;

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**SECTION 2 - REGULATIONS (Continued)**

**2.3 Limitations on Liabilities, Continued**

**2.3.4 (Continued)**

- F. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph 2.3.1 of this Subsection;
- G. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.

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**SECTION 2 - REGULATIONS (Continued)****2.3 Limitations on Liabilities, Continued**

- 2.3.5** The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.
- 2.3.6** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities of the Service.

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**SECTION 2 - REGULATIONS (Continued)****2.4 Cancellation or Discontinuance of Service by the Company**

Without incurring any liability, the Company may, under the following conditions, cancel Service prior to commencement and/or discontinue Service that is being furnished for the following reasons; provided that, unless otherwise stated, Customer shall be given proper notice of such cancellation or discontinuance of Service:

- 2.4.1** Without notice, for noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any TRA regulation, provided that notice may be required by order of such regulatory authorities.
- 2.4.2** For Customer's or Authorized User's refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.4.3** For noncompliance with any of the provisions of this tariff governing Service.
- 2.4.4** For nonpayment of any sum due the Company for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service.
- 2.4.5** Without notice, in the event of Customer's or Authorized User's use of equipment in such a manner as to adversely affect the Company's equipment or Service to others.
- 2.4.6** Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, the Company may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to the Company an amount reasonably estimated by the Company as the loss in revenues to the Company resulting from such unauthorized use plus claims lodged against the Company by third parties.
- 2.4.7** Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Company from furnishing Service to Customer or its Authorized Users.

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**SECTION 2 - REGULATIONS (Continued)**

**2.5 Cancellation or Termination of Service by Customer**

**2.5.1** Service shall be canceled by Company promptly upon receipt of a cancellation request from Customer. Upon cancellation a final bill will be prepared, as per the specifications set forth in this tariff. The Customer shall be liable for all recurring charges prior to proper notice if a change in presubscribed carrier is initiated by the Customer.

**2.5.2** If Customer, either on behalf of itself or an Authorized User, orders Service from the Company which requires special construction or facilities for Customer's or Authorized User's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer or Authorized User by Company.

**2.6 Restoration of Service**

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

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**SECTION 2 - REGULATIONS (Continued)****2.7 Payment and Billing**

- 2.7.1** Service is provided and billed by the Company on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance. The Customer shall pay monthly in advance or on demand all monthly recurring charges for Service and shall pay on demand all charges for usage at any agency duly authorized to receive such payments.
- 2.7.2** Bills are due and payable upon receipt. Interest at the lesser of a rate of one and one-half percent (1.5%) per month, or the maximum rate allowed by law, shall be charged on any amount remaining unpaid, including late payment charges, at the time the next bill is prepared.
- 2.7.3** Should service be suspended for nonpayment of charges, it will be restored when appropriate payments are made.
- 2.7.4** When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this tariff.
- 2.7.5** In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

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**SECTION 2 - REGULATIONS (Continued)**

**2.7 Payment and Billing, Continued**

**2.7.6** The Company may demand immediate payment under the following circumstances:

- A. Where Service is terminated or abandoned.
- B. Where actual usage is two times greater than the Customer's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new Customer who has been receiving Service for less than four months, where the actual usage is twice the estimated monthly usage charge.
- C. Where the Company has reason to believe that a Business Customer is about to go out of business or that bankruptcy is imminent for that Customer.

**2.7.7** A charge of \$15.00 will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written.

**2.7.8** The security of Authorization Codes used by Customer or its Authorized Users are the responsibility of Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer or its Authorized Users shall be billed to Customer and must be paid by Customer.

**2.7.9** If notice from Customer of a dispute as to charges is not received in writing by the Company within thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service, the billing will be considered correct and binding.

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**SECTION 2 - REGULATIONS (Continued)**

**2.8 Deposits**

- 2.8.1** Each applicant for Service will be required to establish credit. Any applicant whose credit has not been duly established and acceptable to the Company may be required at the time of application to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held.
- 2.8.2** A deposit is not to exceed one month's Service and the estimated usage charges for two (2) month's service plus installation. A Deposit will be returned as follows:
- A. When an application for service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with this tariff and the excess portion of the deposit, if any, will be returned.
  - C. Upon termination of Service, the deposit and accrued interest, as described herein, will be applied to any charges applicable in accordance with this tariff and the excess portion of the deposit, if any, will be returned promptly.
- 2.8.3** The Company will pay interest on deposits pursuant to the rules and regulations of the State of Tennessee.

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**SECTION 2 - REGULATIONS (Continued)****2.9 Advance Payments**

In order to protect the Company against revenue loss, an applicant for Service may be required to pay in advance of installation an amount not to exceed applicable service charges or other nonrecurring charges, plus estimated charges for one month of Service. Where special construction charges are applicable the payment thereof may be required in advance of start of construction. The amount of advance payment will be credited to the Customer's account on the first bill rendered for Service, and a new advance payment may be collected each month to be applied to each subsequent bill for Service.

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**SECTION 2 - REGULATIONS (Continued)**

**2.10 Taxes**

**2.10.1** Any assessments, franchise fees, privilege, license, occupation, excise, or other similar taxes or fees, whether in lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, in amounts which in the aggregate for the Company's Customers of any political entity shall be equal to the amount of any such tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the Customers in such political entity pro rata on the basis of the revenue derived by Company from each such Customer, an amount sufficient to recover any such tax or fee.

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**SECTION 2 - REGULATIONS (Continued)****2.11 Terminal Equipment**

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer or its Authorized User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer or its Authorized User, except as otherwise provided. Customer or its Authorized User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.12 Interconnection**

Service furnished by the Company to Customer or its Authorized Users may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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**SECTION 2 - REGULATIONS (Continued)**

**2.13 Inspection, Testing and Adjustment**

- 2.13.1** The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's, Authorized User's, or the Company's equipment. The Company may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- 2.13.2** Upon reasonable notice, the facilities provided by the Company shall be made available to the Company by Customer or its Authorized Users for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to the Company.
- 2.13.3** The Company shall not be liable to Customer or its Authorized Users for any damages for Service interruption pursuant to this Section. Neither Customer nor its Authorized Users shall be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) hours.

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**SECTION 2 - REGULATIONS (Continued)****2.14 Interruption of Service**

**2.14.1** Customer shall be given a credit allowance for any interruption of Service which is not due to (a) Company's inspection, testing or adjustment, if for a period of two (2) hours or less; (b) mistakes or errors of Customer or its Authorized Users; or (c) the failure of facilities or equipment provided by Customer or its Authorized Users.

**2.14.2** Credit allowances shall be subject to the general liability provisions set forth in Section 2.3 herein. It shall be the obligation of Customer to notify Company immediately of any interruption of Service for which a credit allowance is desired. Before giving such notice, Customer shall ascertain that the trouble is not being caused by action or omission of Customer or its Authorized Users, or is not in facilities or equipment, if any, furnished by Customer or Authorized User and connected to Company's Services.

**2.14.3** For the purposes of credit computation, every month shall be considered to have seven hundred twenty (720) hours. No credit shall be allowed for any interruption of Service of a continuous duration of less than two (2) hours.

**2.14.4** Customer shall be credited for an interruption of Service of two (2) hours or more at the rate of 1/720th of the monthly non-usage sensitive charges for the Service affected for each hour or major fraction thereof that the interruption continues. The formula for calculating credit shall be as follows:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = Outage time in hours

"B" = Total monthly fixed, non-usage sensitive  
charge for affected facility

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**SECTION 3 - GENERAL DESCRIPTION OF SERVICE**

**3.1 Service Descriptions**

- 3.1.1** The Company provides telecommunications Services between locations within the State of Tennessee as specified in Section 2.1 of this tariff. The Company's Service charges are based upon call duration, time of day rate period, mileage, and/or call type.
- 3.1.2** Presubscribed Service is offered from locations served with equal access end offices.
- 3.1.3** [RESERVED].
- 3.1.4** The Company's Service is available twenty-four hours per day, seven days a week.
- 3.1.5** Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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**SECTION 3 - GENERAL DESCRIPTION OF SERVICE (Continued)**

**3.2 Timing of Calls**

- 3.2.1 Initial Period** - The initial period is the length of a call for minimum billing purposes. The initial periods vary by rate schedule and are specified in each individual rate table contained in Section 4 of this tariff.
- 3.2.2 Additional Period** - The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in each individual rate table contained in Section 4 of this tariff.
- 3.2.3 Chargeable time** for all calls begins when the called station is answered.
- 3.2.4 Chargeable time** for all calls ends when one of the parties disconnects from the call.
- 3.2.5 Time of day designations** are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.
- 3.2.6 Calls** will be billed at the rate in effect during the call, with two rates applied if the call spans over more than one billing rate period.

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**SECTION 3 - GENERAL DESCRIPTION OF SERVICE (Continued)****3.3 Rate Periods**

The appropriate rates apply for day, evening and night/weekend calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 am to 5:00 pm*	Daytime Period						Eve.
5:00 pm to 11:00 pm*	Evening Period						
11:00 pm to 8:00 am*	Night/Weekend Period						

\* - to but not including

The appropriate rates apply for Peak and Non-Peak calls based on the following chart.

Times	Mon	Tues	Wed	Thur	Fri	Sat	Sun
8:00 am to 5:00 pm*	Peak Period						
5:00 pm to 8:00 am*	Non-Peak Period						

\* - to but not including

The evening or non-peak rates apply to the holidays listed below unless a lower rate normally applies:

- New Year's Day	January 1
- Memorial Day	Nationally Recognized Day
- Independence Day	July 4
- Labor Day	Nationally Recognized Day
- Thanksgiving Day	Nationally Recognized Day
- Christmas Day	December 25

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**SECTION 3 - GENERAL DESCRIPTION OF SERVICE (Continued)****3.4 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points. The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

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**SECTION 3 - GENERAL DESCRIPTION OF SERVICE (Continued)**

**3.5 One Plus Services**

One Plus Services are available for business and residential customers who; 1) subscribe their local access lines to Company's network, 2) dial the Company's access code (where available) to gain access to the network, or 3) purchase dedicated access facilities to connect their premises to Company's network.

One Plus Services are listed individually in Section 4 following. The minimum and additional billing increments, as well as any applicable recurring and nonrecurring charges or other terms and conditions are provided for each specific service.

**3.6 Travel Card Services**

Travel Card Service is provided to Customers for originating calls when away from the home or office by dialing a Company-provided 1-800/888 number, entering the destination number and entering the Customer's Authorization Code. Calls are billed on the Customer's normal monthly long distance bill.

Travel Card Services are listed individually in Section 4 following. The minimum and additional billing increments, as well as any applicable recurring and nonrecurring charges or other terms and conditions are provided for each specific service.

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**SECTION 3 - GENERAL DESCRIPTION OF SERVICE (Continued)**

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**3.7 Operator Services**

Operator Services are available to Consumers from any Customer or presubscribed Aggregator location. Operator Services allows the Consumer to place a call and arrange for billing other than to the originating telephone number. Calls are rounded up to the next whole minute for billing purposes and are billed to the Consumer through the monthly bill of the Consumer's local exchange carrier. The following billing arrangements are available to Consumers through the Company's Operator Services:

a) Customer Dialed Calling Card (Fully Automated 0+ +)

This is a Service whereby the Consumer places a call by dialing 0 + area code + station number, followed by the calling card digits necessary to bill the call without any operator assistance. Such calls may be billed to a telephone company-issued calling card.

b) Operator Station (Operator Assisted 0+-)

This is a Service whereby the Consumer places a non-person-to-person call by dialing 0 + area code + station number and chooses to wait for the assistance of an operator (live or automated). When placing an operator station call, the caller is connected to a non-specified individual at the terminating end. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

c) Person-to-Person

This is a Service whereby the Consumer originating the call specifies to an operator a particular person to be reached, or a particular person, station, room number, department, or office to be reached through a PBX attendant. Person-to-person calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

d) Operator Dialed (0--)

This is a Service whereby the Consumer dials 00- from an Access Line presubscribed to the Company, or is transferred to a Company operator from the local exchange carrier after dialing 0-, and then asks the operator to dial the destination number. Such calls may be billed to a calling card, credit card, the called number (collect) or a valid third party telephone number.

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**SECTION 3 - GENERAL DESCRIPTION OF SERVICE (Continued)**

**3.8 Reserved for Future Use**

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**SECTION 4 - RATES AND CHARGES**

**4.1 General**

Customers are billed based on their usage of BSLD's services. Rates may vary by service type, time of day, day of week, distance, and calling volume. Fixed recurring charges, not dependent upon usage, are billed in advance. Usage-based charges are billed after each usage cycle.

Customers are charged individually for each call placed through the Company. Call duration is determined as described in Section 3 of this tariff. For distance or time of day sensitive offerings, charges are determined based on mileage calculations and applicable rate periods found in Sections 3 unless otherwise specified in this tariff.

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**SECTION 4 - RATES AND CHARGES (Continued)****4.2 Residential Message Telecommunications Service**

Residential Message Telecommunications Service (MTS) is a switched outbound Service offered to Residential Customers who presubscribe their local access lines to the Company's network. Customers who do not designate and qualify for a specific Service, or access the Company's network by dialing an appropriate access code, are automatically placed on the Business MTS Service.

- .1 Initial Billing Increment: One Minute
- .2 Additional Billing Increment: One Minute
- .3 Recurring Charges: \$0.00
- .4 Non-Recurring Charges: \$0.00
- .5 Minimum Monthly Commitment: None
- .6 Term Plan Available: No
- .7 Standard Per Minute Usage Charges:

**a. Direct Dial InterLATA**

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	First Min.	Add'l Min.	First Min.	Add'l Min.	First Min.	Add'l Min.
1-10	.1140	.1140	.0855	.0855	.0665	.0665
11-22	.1235	.1235	.0950	.0950	.0665	.0665
23-55	.1425	.1425	.1140	.1140	.0950	.0950
56-124	.1425	.1425	.1140	.1140	.1140	.1140
125-292	.1520	.1520	.1330	.1330	.1140	.1140
293-430	.1520	.1520	.1330	.1330	.1140	.1140
431-624	.1520	.1520	.1330	.1330	.1140	.1140

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**SECTION 4 - RATES AND CHARGES (Continued)****4.2 Residential Message Telecommunications Service (Continued)****b. Direct Dial IntraLATA**

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	First Min.	Add'l Min.	First Min.	Add'l Min.	First Min.	Add'l Min.
1-10	.1140	.1140	.0950	.0950	.0665	.0665
11-22	.1140	.1140	.1045	.1045	.0665	.0665
23-55	.1140	.1140	.1140	.1140	.0950	.0950
56-124	.1140	.1140	.1140	.1140	.1140	.1140
125 +	.1140	.1140	.1140	.1140	.1140	.1140

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**SECTION 4 - RATES AND CHARGES (Continued)****4.3 Business Message Telecommunications Service**

Business Message Telecommunications Service (MTS) is a switched outbound Service offered to Business Customers who presubscribe their local access lines to the Company's network. Customers who do not designate and qualify for a specific Service, or access the Company's network by dialing an appropriate access code, are automatically placed on the Business MTS Service. Operator Assistance is available.

- .1 Initial Billing Increment: One Minute
- .2 Additional Billing Increment: One Minute
- .3 Recurring Charges: \$0.00
- .4 Non-Recurring Charges: \$0.00
- .5 Minimum Monthly Commitment: None
- .6 Term Plan Available: No
- .7 Standard Per Minute Usage Charges:

- a. Direct Dial InterLATA

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	First Min.	Add'l Min.	First Min.	Add'l Min.	First Min.	Add'l Min.
1-10	.1140	.1140	.0855	.0855	.0665	.0665
11-22	.1235	.1235	.0950	.0950	.0665	.0665
23-55	.1425	.1425	.1140	.1140	.0950	.0950
56-124	.1425	.1425	.1140	.1140	.1140	.1140
125-292	.1520	.1520	.1330	.1330	.1140	.1140
293-430	.1520	.1520	.1330	.1330	.1140	.1140
431-624	.1520	.1520	.1330	.1330	.1140	.1140

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**SECTION 4 - RATES AND CHARGES (Continued)****4.3 Business Message Telecommunications Service (Continued)****b. Direct Dial IntraLATA**

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	First Min.	Add'l Min.	First Min.	Add'l Min.	First Min.	Add'l Min.
1-10	.1140	.1140	.0950	.0950	.0665	.0665
11-22	.1140	.1140	.1045	.1045	.0665	.0665
23-55	.1140	.1140	.1140	.1140	.0950	.0950
56-124	.1140	.1140	.1140	.1140	.1140	.1140
125 +	.1140	.1140	.1140	.1140	.1140	.1140

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**SECTION 4 - RATES AND CHARGES (Continued)**
**4.4 Residential Travel Card Service - Proprietary**

Residential Travel Card Service is provided to Customers for originating calls when away from the home or office by dialing a Company-provided 1-800/888 number, entering the destination number and entering the Customer's Authorization Code. Calls are billed on the Customer's normal monthly long distance bill. Residential Travel Card Service includes a per call charge in addition to per minute usage charges, depending on the type of call. Customers may enter all necessary information for billing purposes or utilize the assistance of an operator. With operator assistance, Customers may place calls on a Station-to-Station or Person-to-Person basis.

- .1 Initial Billing Increment: One Minute
- .2 Additional Billing Increment: One Minute
- .3 Recurring Charges: \$0.00
- .4 Non-Recurring Charges: \$0.00
- .5 Minimum Monthly Commitment: None
- .6 Term Plan Available: No
- .7 Standard Per Minute Usage Charges: All types of calls

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	First Min.	Add'l Min.	First Min.	Add'l Min.	First Min.	Add'l Min.
1-10	.1235	.1235	.0760	.0760	.0570	.0570
11-22	.1330	.1330	.0855	.0855	.0665	.0665
23-55	.1520	.1520	.0855	.0855	.0760	.0760
56-124	.1710	.1710	.1235	.1235	.0855	.0855
125-292	.1900	.1900	.1425	.1425	.1140	.1140
293-430	.2090	.2090	.1425	.1425	.1140	.1140
431-624	.2280	.2280	.1425	.1425	.1235	.1235

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**SECTION 4 - RATES AND CHARGES (Continued)**

**4.4 Residential Travel Card Service - Proprietary, Continued**

.8 Per call service charges:

Customer Dialed Station-to-Station	\$0.76
Operator Assisted Station-to-Station	\$1.84
Operator Assisted Person-to-Person	\$2.85

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**SECTION 4 - RATES AND CHARGES (Continued)**
**4.5 Business Travel Card Service - Proprietary**

Business Travel Card Service is provided to Customers for originating calls when away from the home or office by dialing a Company-provided 1-800/888 number, entering the destination number and entering the Customer's Authorization Code. Calls are billed on the Customer's normal monthly long distance bill. Business Travel Card Service includes a per call charge in addition to per minute usage charges, depending on the type of call. Customers may enter all necessary information for billing purposes or utilize the assistance of an operator. With operator assistance, Customers may place calls on a Station-to-Station or Person-to-Person basis.

- .1 Initial Billing Increment: One Minute
- .2 Additional Billing Increment: One Minute
- .3 Recurring Charges: \$0.00
- .4 Non-Recurring Charges: \$0.00
- .5 Minimum Monthly Commitment: None
- .6 Term Plan Available: No
- .7 Standard Per Minute Usage Charges: All types of calls

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	First Min.	Add'l Min.	First Min.	Add'l Min.	First Min.	Add'l Min.
1-10	.1235	.1235	.0760	.0760	.0570	.0570
11-22	.1330	.1330	.0855	.0855	.0665	.0665
23-55	.1520	.1520	.0855	.0855	.0760	.0760
56-124	.1710	.1710	.1235	.1235	.0855	.0855
125-292	.1900	.1900	.1425	.1425	.1140	.1140
293-430	.2090	.2090	.1425	.1425	.1140	.1140
431-624	.2280	.2280	.1425	.1425	.1235	.1235

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SECTION 4 - RATES AND CHARGES (Continued)

4.5 Business Travel Card Service - Proprietary, Continued

.8 Per call service charges:

Customer Dialed Station-to-Station	\$0.76
Operator Assisted Station-to-Station	\$1.84
Operator Assisted Person-to-Person	\$2.85

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**SECTION 4 - RATES AND CHARGES (Continued)****4.6 Residential Operator Services**

Residential Operator Services are provided to Customers with presubscribed Residential Access Lines. Residential Operator Services allows the caller to place a call and arrange for billing other than to the originating telephone number. Usage charges and an appropriate service charge will be assessed on a per call basis. For calls made using a telephone company card or commercial credit card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charges prior to billing to a third party telephone number.

- .1 Initial Billing Increment: One Minute
- .2 Additional Billing Increment: One Minute
- .3 Recurring Charges: \$0.00
- .4 Non-Recurring Charges: \$0.00
- .5 Minimum Monthly Commitment: None
- .6 Term Plan Available: No
- .7 Standard Per Minute Usage Charges: All types of calls

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	First Min.	Add'l Min.	First Min.	Add'l Min.	First Min.	Add'l Min.
1-10	.1235	.1235	.0760	.0760	.0570	.0570
11-22	.1330	.1330	.0855	.0855	.0665	.0665
23-55	.1520	.1520	.0855	.0855	.0760	.0760
56-124	.1710	.1710	.1235	.1235	.0855	.0855
125-292	.1900	.1900	.1425	.1425	.1140	.1140
293-430	.2090	.2090	.1425	.1425	.1140	.1140
431-624	.2280	.2280	.1425	.1425	.1235	.1235

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**SECTION 4 - RATES AND CHARGES (Continued)****4.6 Residential Operator Services (Continued)****.8 Per call service charges:**

Customer Dialed Calling Card	\$0.76
Operator Dialed Calling Card	\$1.84
Collect	\$1.84
Billed to Third Party	\$1.84
Person-to-Person	\$2.85
Operator Dialed Surcharge	\$0.95

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**SECTION 4 - RATES AND CHARGES (Continued)****4.7 Business Operator Services**

Business Operator Services are provided to Customers with presubscribed Business Access Lines. Business Operator Services allows the caller to place a call and arrange for billing other than to the originating telephone number. Usage charges and an appropriate service charge will be assessed on a per call basis. For calls made using a telephone company card or commercial credit card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charges prior to billing to a third party telephone number.

- .1 Initial Billing Increment: One Minute
- .2 Additional Billing Increment: One Minute
- .3 Recurring Charges: \$0.00
- .4 Non-Recurring Charges: \$0.00
- .5 Minimum Monthly Commitment: None
- .6 Term Plan Available: No
- .7 Standard Per Minute Usage Charges: All types of calls

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	First Min.	Add'l Min.	First Min.	Add'l Min.	First Min.	Add'l Min.
1-10	.1235	.1235	.0760	.0760	.0570	.0570
11-22	.1330	.1330	.0855	.0855	.0665	.0665
23-55	.1520	.1520	.0855	.0855	.0760	.0760
56-124	.1710	.1710	.1235	.1235	.0855	.0855
125-292	.1900	.1900	.1425	.1425	.1140	.1140
293-430	.2090	.2090	.1425	.1425	.1140	.1140
431-624	.2280	.2280	.1425	.1425	.1235	.1235

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**SECTION 4 - RATES AND CHARGES (Continued)****4.7 Business Operator Services (Continued)****.8 Per call service charges:**

Customer Dialed Calling Card	\$0.76
Operator Dialed Calling Card	\$1.84
Collect	\$1.84
Billed to Third Party	\$1.84
Person-to-Person	\$2.85
Operator Dialed Surcharge	\$0.95

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**SECTION 4 - RATES AND CHARGES (Continued)**
**4.8 Aggregator Operator Services**

Aggregator Operator Services are provided to Aggregator locations as defined herein. Aggregator Operator Services allow the caller to place a call and arrange for billing other than to the originating telephone number. Usage charges and an appropriate service charge will be assessed on a per call basis. For calls made using a telephone company card or commercial credit card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charges prior to billing to a third party telephone number.

- .1 Initial Billing Increment: One Minute
- .2 Additional Billing Increment: One Minute
- .3 Recurring Charges: \$0.00
- .4 Non-Recurring Charges: \$0.00
- .5 Minimum Monthly Commitment: None
- .6 Term Plan Available: No
- .7 Standard Per Minute Usage Charges: All types of calls

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	First Min.	Add'l Min.	First Min.	Add'l Min.	First Min.	Add'l Min.
1-10	.1900	.1900	.1425	.1425	.1140	.1140
11-22	.2090	.2090	.1615	.1615	.1235	.1235
23-55	.2375	.2375	.1805	.1805	.1330	.1330
56-124	.2565	.2565	.1805	.1805	.1425	.1425
125-292	.2660	.2660	.1805	.1805	.1520	.1520
293-430	.2660	.2660	.1900	.1900	.1520	.1520
431-624	.2660	.2660	.1995	.1995	.1520	.1520

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**SECTION 4 - RATES AND CHARGES (Continued)****4.8 Aggregator Operator Services (Continued)****.8 Per call service charges:**

Customer Dialed Calling Card	\$0.76
Operator Dialed Calling Card	\$1.66
Collect	\$1.66
Billed to Third Party	\$1.66
Person-to-Person	\$3.09
Operator Dialed Surcharge	\$1.09

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**SECTION 4 - RATES AND CHARGES (Continued)**

**4.9 Reserved for Future Use**

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**SECTION 4 - RATES AND CHARGES (Continued)****4.10 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.

The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

**4.11 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. BSLD will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

**4.12 Telecommunications Relay Service Discount**

Intrastate toll calls received from the relay service shall be discounted by 50 percent of the applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice non-relay calls. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges.

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**SECTION 5 - PROMOTIONS AND OPTIONAL CALLING PLANS****5.1 Promotions - General**

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area. These promotions will be conducted in accordance with applicable TRA rules.

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BellSouth Long Distance, Inc.  
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- REQUEST:
- (a) Admit or deny that BellSouth will make available for resale and at an additional 16% discount to competitive service providers all of its contract service arrangements (both currently effective and all future contracts), including the multi-state contracts under which Tennessee intrastate service is provided.
  - (b) If 31(a) is denied, provide a complete explanation of why it would not violate the provisions of the Telecommunications Act of 1996 and the Tennessee Regulatory Authority's order in Docket 96-01331 to prohibit such resale.
  - (c) If 31(a) is denied, identify the number of such contract service arrangements currently in effect that BellSouth will make available for resale.
  - (d) Identify, by competitive carrier, the number of contract service arrangements that are presently being provided under resale of Tennessee.
- RESPONSE:
- (a) BellSouth makes Contract Service Arrangements for Tennessee intrastate services available for resale at the 16% wholesale discount as ordered by the TRA in Docket 96-01331. For multi-state contracts, the 16% discount only applies to the Tennessee intrastate services which may be included.
  - (b) N/A
  - (c) N/A
  - (d) BellSouth is not aware of any Tennessee CSAs presently being provided under resale.

- REQUEST:
- (a) Admit or deny that if a customer being served under a contract service arrangement elects (prior to expiration of the contract) to receive service from a competitive carrier under a resale arrangement, BellSouth will not consider the contract service arrangement terminated by the customer, but will continue to provide the service in the exact same fashion with no changes in quality or level of service.
  - (b) If 32(a) is denied provide a complete explanation why this would not violate the provisions of the Telecommunications Act of 1996 and the Tennessee Regulatory Authority's in Docket 96-01331.

- RESPONSE:
- (a) For customers being served under a contract service arrangement (CSA) negotiated prior mid-1997 who elect to receive service from a CLEC under a resale arrangement, BellSouth will not consider the CSA terminated by the customer, but will continue to provide the service in the exact same fashion with no changes in quality or level of service. The CLEC reselling the CSA assumes responsibility for the terms and conditions of the CSA.

For customers being served under a CSA negotiated after mid-1997 who elect to receive service from a CLEC under a resale arrangement, BellSouth will enforce any termination liability clauses contained in the CSA.

- (b) n/a

## CERTIFICATE OF SERVICE

I hereby certify that on February 24, 1998, a copy of the foregoing document was served on the parties of record, via facsimile or hand delivery addressed as follows:

Dennis McNamee, Esquire  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0500

Vincent Williams, Esquire  
Consumer Advocate Division  
426 5th Avenue, N., 2nd Floor  
Nashville, TN 37243

Dana Shaffer, Esquire  
Nextlink  
105 Malloy Street, #300  
Nashville, TN 37201

Enrico C. Soriano  
Kelley, Drye & Warren  
1200 19th St., NW, #500  
Washington, DC 20036

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211 Seventh Ave. N, # 320  
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Sprint Communications  
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Charles B. Welch, Esquire  
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511 Union Street, #2400  
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Stokes & Bartholomew  
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Henry Walker, Esquire  
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Waller, Lansden, Dortch & Davis  
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Andrew O. Isar, Esquire  
Telecommunications Resellers Association  
4312 92nd Ave., NW  
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James P. Lamoureux  
AT&T  
1200 Peachtree St., NE, #4068  
Atlanta, GA 30367

Donald L. Scholes  
Branstetter, Kilgore, et al.  
227 Second Ave., N.  
Nashville, TN 37219

A handwritten signature in black ink, appearing to read 'Donald L. Scholes', is written over a horizontal line.